Compass Charter Schools

Board Meeting

Date and Time

Saturday May 20, 2023 at 10:00 AM PDT

Location

DoubleTree by Hilton Carson | Mont Blanc Room
2 Civic Plaza Drive
Carson, CA 90745

If you are unable to join us in-person in Carson, please join the meeting from your computer, tablet or smartphone:

Elizabeth Brenner is inviting you to a scheduled Zoom meeting.
Topic: Board of Director's Meeting
Time: This is a recurring meeting Meet anytime
Join Zoom Meeting
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Meeting ID: 852 0896 4098
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+1 646 558 8656 US (New York)
+1 646 931 3860 US
+1 689 278 1000 US
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+1 309 205 3325 US
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Meeting ID: 852 0896 4098
Find your local number: https://compasscharters-org.zoom.us/u/kciDSXuIl9

For questions or requests regarding accessibility, please call Nicole Sendejaz at 1-818-824-6528.

Agenda

		Purpose	Presenter	Time
I.	**Opening Items**			**10:00 AM**
	Opening Items			
A.	Call the Meeting to Order		Thomas Arnett	1 m
B.	Record Attendance and Guests		Nicole Sendejaz	1 m
C.	Welcoming Inclusion Activity	Discuss	Lainie Rowell	5 m
II.	**Consent Items**			**10:07 AM**
A.	Consent Items	Vote	Thomas Arnett	5 m

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

		Purpose	Presenter	Time

• Approval of the March 25, 2023, Regular Meeting Minutes
• Approval of April 22, 2023, Special Meeting Minutes
• Approval of the May 20, 2023 Agenda

B.	Approval of March 25, 2023, Regular Meeting Minutes	Approve Minutes	Thomas Arnett	
C.	Approval of April 6, 2023 Special Meeting Minutes	Approve Minutes	Thomas Arnett	

III. Public Comment — 10:12 AM

A.	Public Comment	FYI	Thomas Arnett	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/jEmpDNMxeZYjirg89) and submit it to Josue Garcia, 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
IV.	**Communications**			**10:22 AM**
A.	Board Member Communication	FYI	Thomas Arnett	10 m

- Thomas Arnett
- Therese Christopher
- Samantha Herrod
- Lainie Rowell
- William Stinde
- Isaac Olvera

B.	Parent Advisory Council Update	FYI	Samantha Herrod	5 m

Attachments:

- Parent Advisory Council Report

C.	Scholar Leadership Council Update	FYI	Taia Saurer	5 m

Attachments:

- Scholar Leadership Council Report

V.	**Unfinished Business**			
VI.	**Superintendent's Report**			**10:42 AM**
A.	Superintendent's Report	FYI	Elizabeth Brenner	10 m
VII.	**Public Hearing**			**10:52 AM**
A.	2023-24 Local Control Accountability Plans (LCAPs)	FYI	Elizabeth Brenner	30 m

- Compass Charter Schools of Los Angeles
- Compass Charter Schools of San Diego
- Compass Charter Schools of Yolo

Attachments:

		Purpose	Presenter	Time
	•			
VIII.	**Presentations**			**11:22 AM**
A.	IT Department Presentation Attachments: • IT Department Overview Presentation Recording:	FYI	David Brasch	10 m
B.	People Division Attachments: • People Division Overview and Update			5 m
IX.	**Academic Services**			**11:37 AM**
A.	Special Education Department Update	Discuss	Amy Foody	15 m
B.	El Paseo Contract Approval	Vote	Amy Foody	5 m
C.	Contract for 2023/24 School Year Specialized Therapy Services	Vote	Amy Foody	5 m
D.	Contract 2023/24 Oxford Consulting	Vote	Amy Foody	5 m
E.	Contract 2023/24 Partners in Special Education	Vote	Amy Foody	5 m
F.	Contract 2023/24 El Paseo	Vote	Amy Foody	5 m
X.	**Operations**			**12:17 PM**
A.	Review and Approval of the March 2023 and April 2023 Financial Statements Attachments: • March 2023 and April 2023 Financial Statements	Vote	Lisa Fishman	5 m
B.	B. Operations Division Report	FYI	Lisa Fishman	15 m

		Purpose	Presenter	Time
XI.	**People Division**			**12:37 PM**
A.	People Division Update Attachments: • Board Report • Additions & Terminations Report	FYI	Sophie Trivino	5 m
B.	Review and Approval of the Revised 2023-24 Staff Salary Schedules Attachments: • Certificated Staff Salary Schedule • Administrative Salary Schedule • Support Staff Salary Schedule	Vote	Sophie Trivino	5 m
C.	Review and Approval of the 2023-24 Employee Handbook Attachments: • 2023-24 Employee Handbook • 2023-24 Employee Handbook Changes	Vote	Sophie Trivino	5 m
XII.	**Executive**			**12:52 PM**
A.	Review and Approval of the Revised Board Policies 1 - 6 Attachments red-lined versions: • Board policies 1-5 - BOARD GOVERNANCE • Board Policy 6- Fiscal	Vote	Elizabeth Brenner	15 m
B.	Review and discussion of the Superintendent's evaluation process Review the survey and determine the timeline to conduct the evaluation at the June meeting.	Discuss	Thomas Arnett	15 m

		Purpose	Presenter	Time
C.	Discussion of 2023-2024 Board Meeting Calendar	Discuss	Thomas Arnett	15 m

Proposed date change in June.
Discuss dates, time, location and frequency of meetings next year.
Discuss the July 31st Board meeting in Palm Springs and retreat attendance.

D.	YMC Annual Brown Act Training	Discuss	Paul Minney	60 m

XIII. Closing Items — 2:37 PM

A.	Upcoming Meetings	FYI	Elizabeth Brenner	1 m

The Board of Directors Annual Meeting will be on Saturday, June 24, 2023 in Carson, CA at 10 am.

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B.	Optimistic Closure Activity	Discuss	Lainie Rowell	5 m
C.	Adjourn Meeting	FYI	Thomas Arnett	1 m

Coversheet

Approval of March 25, 2023, Regular Meeting Minutes

Section: II. Consent Items
Item: B. Approval of March 25, 2023, Regular Meeting Minutes
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for Board Meeting on March 25, 2023

APPROVED

Compass Charter Schools

Minutes

Board Meeting

Date and Time
Saturday March 25, 2023 at 10:00 AM

Location
DoubleTree by Hilton Carson | Mont Blanc Room
2 Civic Plaza Drive
Carson, CA 90745

If you are unable to join us in-person in Carson, please join the meeting from your computer, tablet or smartphone:

Elizabeth Brenner is inviting you to a scheduled Zoom meeting.
Topic: Board of Director's Meeting
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Join Zoom Meeting
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Meeting ID: 852 0896 4098
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+1 253 215 8782 US (Tacoma)
+1 507 473 4847 US
+1 564 217 2000 US
+1 646 558 8656 US (New York)
+1 646 931 3860 US
+1 689 278 1000 US
+1 301 715 8592 US (Washington DC)
+1 305 224 1968 US
+1 309 205 3325 US
+1 312 626 6799 US (Chicago)
+1 360 209 5623 US
+1 386 347 5053 US

Meeting ID: 852 0896 4098
Find your local number: https://compasscharters-org.zoom.us/u/kciDSXuIl9

For questions or requests regarding accessibility, please call Josue Garcia at (805) 341-6053.

Directors Present
I. Olvera, L. Rowell, S. Herrod, T. Arnett, T. Christopher, W. Stinde

Directors Absent
None

Ex Officio Members Present
E. Brenner

Non Voting Members Present
E. Brenner

Guests Present
J. Garcia

I. Opening Items

A. Call the Meeting to Order

T. Arnett called a meeting of the board of directors of Compass Charter Schools to order on Saturday Mar 25, 2023 at 10:04 AM.

B. Record Attendance and Guests

C.

Welcoming Inclusion Activity

Mrs. Rowell started the meeting with an Inclusion activity with the Board.

II. Consent Items

A. Consent Items

S. Herrod made a motion to approve Consent items.
L. Rowell seconded the motion.
The board **VOTED** unanimously to approve the motion.

Roll Call

L. Rowell	Aye
T. Christopher	Aye
T. Arnett	Aye
W. Stinde	Aye
I. Olvera	Aye
S. Herrod	Aye

B. Approval of January 28, 2023 Regular Meeting Minutes

S. Herrod made a motion to approve the minutes from Board Meeting on 01-28-23.
L. Rowell seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

W. Stinde	Aye
S. Herrod	Aye
T. Christopher	Aye
L. Rowell	Aye
T. Arnett	Aye
I. Olvera	Aye

C. C. Approval to add Elizabeth Brenner to all CCS Bank Accounts:

S. Herrod made a motion to Approve consent items.
L. Rowell seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

T. Christopher	Aye
S. Herrod	Aye
I. Olvera	Aye
L. Rowell	Aye
T. Arnett	Aye
W. Stinde	Aye

D. D. Approval of the Check Registry for January and February

S. Herrod made a motion to Approve consent items.
L. Rowell seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

S. Herrod	Aye
I. Olvera	Aye
T. Christopher	Aye
W. Stinde	Aye
L. Rowell	Aye
T. Arnett	Aye

III. Public Comment

A. Public Comment

No public comment.

IV. Communications

A. Board Member Communication

Mr. Arnett shared a new feature for Board member communication on Boardontrack.

B. Parent Advisory Council Update

Ms. Herrod provided the Parent Advisory Report.

C. Scholar Leadership Council Update

Ms. Saurer provided the Scholar Leader Council Report.

V. Superintendent's Report

A. Superintendent's Report

Ms. Brenner provided the Superintendent's Report.

VI. Presentations

A. Staff Support Presentation

Kasey Wingate, Director of Staff Support provided the Staff Support Presentation.

VII. Academic Services

A. Academic Services Update

Dr. Ebner, Assistant Superintendent & Chief Academic Officer provided the Academic Service update to the Council.

VIII. Operations

A. Operations Update

Ms. Fishman, Chief Financial Officer, provided the Operations update.

B. Review and Approval of the Second Interim Reports

T. Arnett made a motion to Approveal of the second interim report.
S. Herrod seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

S. Herrod	Aye
L. Rowell	Aye
I. Olvera	Aye
T. Arnett	Aye
W. Stinde	Aye
T. Christopher	Aye

C. Review and Approval of the February 2023 Financial Statements

L. Rowell made a motion to approve the February 2023 Financial Statements.
S. Herrod seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

S. Herrod	Aye
T. Arnett	Aye
L. Rowell	Aye
T. Christopher	Aye
W. Stinde	Aye
I. Olvera	Aye

IX. People Division

A. People Division Update

Ms. Trivino, Chief People Officer provided the People Division Report.

X. Executive

A. Review and Adoption of Board Resolution 2023-01

W. Stinde made a motion to approve the adoption of Board Resolution 2023-01.
S. Herrod seconded the motion.

Board Resolution 2023-01.

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

Roll Call	
L. Rowell	Aye
S. Herrod	Aye
T. Arnett	Aye
I. Olvera	Aye
T. Christopher	Aye
W. Stinde	Aye

B. Review and Adoption of Board Resolution 2023-02

T. Arnett made a motion to approve the adoption of Board Resolution 2023-02.

L. Rowell seconded the motion.

Board Resolution 2023-02

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

Roll Call	
T. Christopher	Aye
W. Stinde	Aye
T. Arnett	Aye
I. Olvera	Aye
L. Rowell	Aye
S. Herrod	Aye

XI. Board Workshop

A. Workshop on the 2022-23 LCAPs

Ms. Brenner provided the presentation of the workshop on the 2022-23 LCAPs.

XII. Closed Session

A. Public Employee Performance Evaluation

The council convened into closed session at 12:36 pm

XIII. Reconvene from Closed Session

A. Closed Session Report

The council Reconvened from closed session at 12:55 pm.

XIV. Closing Items

A. Upcoming Meetings

The next regular Board of Directors Regular Meeting will be held on Saturday, May 20, 2023, at 10:00 am.

- Public Hearing on the 2022-23 LCAPs
- Public Hearing on the FY23 Budget
- *Superintendent's Evaluation*
- Department Presentations

2023 8th Grade Promotion
All ceremonies will begin at 2:00 pm and end by approximately 3:15 pm

- **Wednesday, June 21, 2023 -** Maderas Golf Club - 17750 Old Coach Road, Poway CA 92064
- **Thursday, June 22, 2023 -** Carson Event Center - 801 E Carson St, Carson, CA 90745
- **Friday, June 23, 2023 -** Lafayette Veteran's Memorial Center - 3780 Mt Diablo Blvd, Lafayette, CA 94549
- **All** scholars must **RSVP by Friday, March 24, 2023**

Class of 2023 Graduation
All ceremonies will begin at 10:00 am and will end at approximately 11:15 am.

- **Wednesday, June 21, 2023 -** Maderas Golf Club - 17750 Old Coach Road, Poway CA 92064
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- **All** scholars must **RSVP by Friday, March 24, 2023**

B. Optimistic Closure Activity

Mrs. Rowell led the council into an optimistic closure activity.

C. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 1:01 PM.

Respectfully Submitted,
J. Garcia

Coversheet

Approval of April 6, 2023 Special Meeting Minutes

Section: II. Consent Items
Item: C. Approval of April 6, 2023 Special Meeting Minutes
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for Special Meeting on April 6, 2023

APPROVED

Compass Charter Schools

Minutes

Special Meeting

Date and Time
Thursday April 6, 2023 at 4:00 PM

Location

- Zoom
- 2540 Huntington Dr. San Marino #107
- 9412 Krepp Dr, HB CA 92646
- 6337 8th Ave Los Angeles California 90047
- 172 Cottage Grove Ave. Camarillo, CA 93012

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

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Topic: Board of Directors Meeting
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For questions or requests regarding accessibility, please call Josue Garcia at (805) 341-6053.

Directors Present
L. Rowell (remote), S. Herrod (remote), T. Arnett (remote), T. Christopher (remote), W. Stinde (remote)

Directors Absent
I. Olvera

Ex Officio Members Present
E. Brenner (remote)

Non Voting Members Present
E. Brenner (remote)

Guests Present
J. Garcia (remote)

I. Opening Items

A. Call the Meeting to Order

T. Arnett called a meeting of the board of directors of Compass Charter Schools to order on Thursday Apr 6, 2023 at 4:02 PM.

B. Record Attendance and Guests

II. Public Comment

A. Public Comment

No public comment.

III. Closed Session

A. The Counsel convened into Closed Session at:

The Counsel convened into Closed Session at 4:03 pm.

B. The Counsel reconvene from Closed Session:

The Counsel reconvened from Closed Session at 4:44 pm.

No action taken.

IV. Closing Items

A. Upcoming Meetings

The next regular Board of Directors Regular Meeting will be held on Saturday, May 20, 2023, at 10:00 am.

- Public Hearing on the 2022-23 LCAPs
- Public Hearing on the FY23 Budget
- *Superintendent's Evaluation*
- Department Presentations

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- **Friday, June 23, 2023 -** Lafayette Veteran's Memorial Center - 3780 Mt Diablo Blvd, Lafayette, CA 94549

B. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 4:44 PM.

Respectfully Submitted,
T. Arnett

Coversheet

Parent Advisory Council Update

Section: IV. Communications
Item: B. Parent Advisory Council Update
Purpose: FYI
Submitted by:
Related Material: Parent Advisory Council Report - May 20 2023.pdf

Proud Parent
Compass Charter Schools

Parent Advisory Council Report
May 20, 2023

The Parent Advisory Council (PAC) met on Friday, May 12 at 3 pm. Members of the council consist of Ms. Mariecor Agravante, Ms. Teresa Cabral, Ms. Renee Cervantez, Ms. Galit Gordon, Ms. Samantha Herrod (Chair), Ms. Brianne Manning, Ms. Ty Metztli, Ms. Leah Smith, and Ms. Roann Vanderwath.

Ms. Brenner provided the Staff Report

Under New Business, the council reviewed and discussed the 2023-24 Local Control & Accountability Plan. Members of the council shared their thoughts and suggestions with Compass. The council was set to review and approve the Rising Firebird Scholarship and the Loud & Proud Scholarship recipients. Ms. Brenner shared concerns regarding the scholarship form's inability to collect submissions. As a resolution, the council decided to postpone the deadline for scholarship submissions to a later date.

Draft minutes can be found on BoardonTrack. The next Parent Advisory Council meeting will be on Friday, June 2 at 3 pm.

Respectfully Submitted,

Mrs. Samantha Herrod
Parent Advisory Council Chair

Coversheet

Scholar Leadership Council Update

Section: IV. Communications
Item: C. Scholar Leadership Council Update
Purpose: FYI
Submitted by:
Related Material: Scholar Leadership Council Report - May 20, 2023.pdf

Proud Scholar
Compass Charter Schools

Scholar Leadership Council Report
May 20, 2023

The Scholar Leadership Council (SLC) met on Tuesday, April 18 at 2 pm and on Tuesday, May 9 at 2:00 pm. Members of the council consist of Mr. Brayden Bereki, Ms. Hannah Cervantez, Ms. Alexis Gordon, Mr. Thomas Elkins, Mr. Alex Iihara, Ms. Alice Provencio, Ms. Aure Ruediger, Mr. Cricht Ruediger, Ms. Taia Saurer, Mr. Avery Stansbury, Mr. Joshua Tompins, and Mr. Joseph Vreeman.

Ms. Brenner provided the Staff Report.

Ms. Brenner shared the results from the 2023-24 Planning Survey. The council discussed how to increase survey participation. During the meeting, the council talked about ways to enhance connections among scholars, both online and in-person, in order to facilitate the sharing of resources and innovative ideas.

Under New Business, the Council reviewed and discussed member feedback. The Council also reviewed the new council member process by completing the Scholar Leadership Council Sign Up Form.

Ms. Brenner recognized all of the scholars at the meeting for their insights and participation.

Draft minutes can be found on BoardonTrack. The next Scholar Leadership Council meeting will be on September 12 at 2 pm.

Respectfully Submitted,

Ms. Taia Saurer
Scholar Leadership
Council Chair

Coversheet

Superintendent's Report

Section: VI. Superintendent's Report
Item: A. Superintendent's Report
Purpose: FYI
Submitted by:
Related Material: Superintendent's Report May 2023.pdf

Compass Charter Schools

Superintendent’s Report

May 20, 2023

Top Priority

WIG #1- 100% of staff will report increased coherence, improved culture, and greater connectedness.

Building trusting relationships and a culture of collaboration, innovation, and ongoing learning.

Incorporate professional learning on building trust into leadership academy.

Top Priority

Building Trust

Empath Interviews by all staff

Results will be shared at the retreat

The retreat will be focused on building trust and making connections

Top Priority

WIG #2- 100% of eligible scholars will graduate by the end of the 2022-2023 school year.

Current Projected Cohort Graduation Percentages	
San Diego	69%
Los Angeles	86%
Yolo	85%

Updates

San Diego charter renewal- the initial charter draft has been submitted to YMC for review. Legislation is pending that will extend charter renewal for another year. If it passes we will assess our options.

We have lost our lease at the OCLC. We are currently looking for space for the next school year. We have not received a response from the SAUSD Superintendent about being able to stay in the district long-term.

The State Board of Education met on May 18th to consider changes to the verified data process. I participated in a call with SBE and CDE staff to promote understanding of how some of the regulations may impact charters.

Updates

CAASPP completion rates are still low

Charter	Math	ELA
San Diego	79.6%	79.2%
Los Angeles	75.5%	76.3%
Yolo	68.2%	69.9%

Staff are reaching out to each family who has not completed testing to make sure that they know the impact of their non-participation. We have until the end of May to test scholars.

Updates

We did not receive any applicants for the Firebird and Loud and Proud Scholarships, so we extended the deadline and the PAC graciously agreed to hold a special meeting on June 2nd to review the top candidates.

Questions?

Contact:

Ms. Liz Brenner| Superintendent and CEO
805.358.4761
ebrenner@compasscharters.org

Coversheet

2023-24 Local Control Accountability Plans (LCAPs)

Section: VII. Public Hearing
Item: A. 2023-24 Local Control Accountability Plans (LCAPs)
Purpose: FYI
Submitted by:
Related Material: New LCAP Public Hearing May 20, 2023 (1).pdf
2023_LCAP_Compass_Charter_Schools_Yolo.pdf
2023_LCAP_Compass_Charter_Schools_San_Diego.pdf
2023_LCAP_Compass_Charter_Schools_Los_Angeles.pdf

Compass Charter Schools

2023-2024 LCAP Public Hearing

May 20, 2023

Compass San Diego

Compass Los Angeles

Compass Yolo

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.

Our Values

COMPASS CHARTERS
Acheivement: Engage in and take charge of your learning.
Respect: Be respectful in all interactions with fellow scholars, learning coaches, faculty, and staff.
Teamwork: Work cooperatively with all persons involved in your education. *Teamwork makes the Dreamwork*
Integrity: Behave following strong ethical principles, values, and academic honesty.
Communication:Frequently and proactively communicate with all persons involved in your education.

LCAP Timeline

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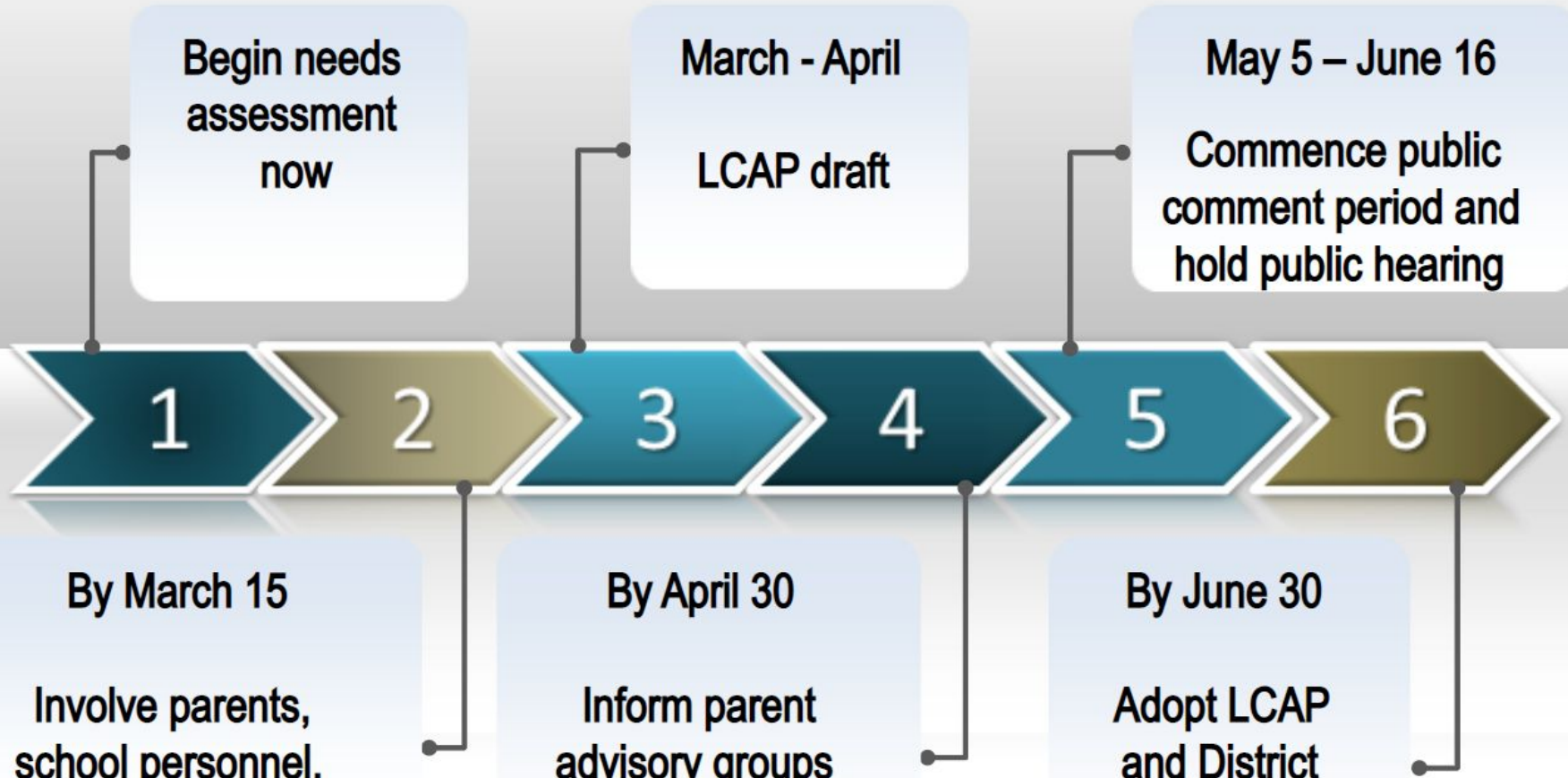


Goal 1- Metric Update

We also calculated growth based on a Fall to Spring comparison of individual scholar growth using the STAR Student Growth Percentile (SGP). This metric measures each scholar's progress as compared to other scholars nationally in their grade level.

Percent of scholars at/ above grade level and demonstrating growth on Spring Internal ELA assessments Grades 3-8 and Grade 11	Percent of scholars at/ above grade level and demonstrating growth on Spring Internal Math assessments Grades 3-8 and Grade 11

The STAR SGP is an approved measure of growth for verified data and it will help us gauge how well Compass scholars grow compared to their peers.

Goal 1- Metric Update

In goal one, we set a metric that was not able to be calculated until this year because we needed a full year of data in order to establish a baseline.

Percent of scholars at/ above grade level and demonstrating growth on Spring Internal ELA assessments Grades 3-8 Grade 11	Percent of scholars at/ above grade level and demonstrating growth on Spring Internal Math assessments Grades 3-8 Grade 11

Now that we have data from the 2021-2022 school year, we are able to establish a baseline for the percentage of scholars who scored At/above grade level.

Goal 1- Metric Update

Comparing fall to spring for 2021-22 SY (Fall 21 to Spring 22) Baseline	Los Angeles		San Diego		Yolo	
Fall Internal ELA Assessments	Fall 2021	Spring 2022	Fall 2021	Spring 2022	Fall 2021	Spring 2022
Grades 3-8: At or Above Grade Level	51.3%	59.6%	59.8%	62.3%	64.1%	70.70%
Grades 3-8: Demonstrated high growth when comparing fall to spring	41.5%		37.1%		43.2%	
Grades 3-8: Demonstrated typical growth when comparing fall to spring	21.9%		25.4%		27.1%	
Grades 11: At or Above Grade Level	51.7%	48.6%	48.3%	52.2%	53.3%	60.00%
Grades 11: Demonstrated high growth when comparing fall to spring	34.4%		45.5%		85.7%	
Grades 11: Demonstrated typical growth when comparing fall to spring	37.5%		36.4%		0.0%	
Fall Internal Math Assessments	Fall 2021	Spring 2022	Fall 2021	Spring 2022	Fall 2021	Spring 2022
Grades 3-8: At or Above Grade Level	51.8%	56.8%	56.6%	58.6%	59.4%	62.90%
Grades 3-8: Demonstrated high growth when comparing fall to spring	34.7%		30.9%		30.2%	
Grades 3-8: Demonstrated typical growth when comparing fall to spring	24.4%		25.7%		25.1%	
Grades 11: At or Above Grade Level	55.2%	57.1%	46.7%	56.5%	53.3%	53.30%
Grades 11: Demonstrated high growth when comparing fall to spring	20.7%		31.8%		71.4%	
Grades 11: Demonstrated typical growth when comparing fall to spring	37.9%		27.3%		7.1%	

Goal 1- Metric Update

Comparing fall to winter (22-23 SY) Internal	Los Angeles		San Diego		Yolo	
Fall Internal ELA Assessments	Fall 2022	Winter 22-23	Fall 2022	Winter 22-23	Fall 2022	Winter 22-23
Grades 3-8: At or Above Grade Level	53.3%	57.3%	55.2%	60.5%	61.8%	72.40%
Grades 3-8: Demonstrated high growth when comparing fall to winter	43.7%		37.8%		42.2%	
Grades 3-8: Demonstrated typical growth when comparing fall to winter	23.2%		22.3%		27.9%	
Grades 11: At or Above Grade Level	52.3%	70.0%	45.9%	54.5%	56.3%	70.60%
Grades 11: Demonstrated high growth when comparing fall to winter	51.2%		54.1%		61.1%	
Grades 11: Demonstrated typical growth when comparing fall to winter	23.3%		24.3%		22.2%	
Fall Internal Math Assessments	Fall 2022	Winter 22-23	Fall 2022	Winter 22-23	Fall 2022	Winter 22-23
Grades 3-8: At or Above Grade Level	50.9%	58.0%	53.8%	58.2%	63.8%	68.20%
Grades 3-8: Demonstrated high growth when comparing fall to winter	33.0%		35.8%		41.9%	
Grades 3-8: Demonstrated typical growth when comparing fall to winter	25.2%		26.0%		25.6%	
Grades 11: At or Above Grade Level	59.5%	57.9%	45.9%	66.7%	62.5%	72.20%
Grades 11: Demonstrated high growth when comparing fall to winter	26.2%		52.6%		31.6%	
Grades 11: Demonstrated typical growth when comparing fall to winter	38.1%		21.1%		31.6%	

This metric has also been calculated from Fall to winter for the current school year since we have not administered the spring assessment yet.

Goal 1- Metric Update

During our annual review, we realized that participation rate in CAASPP testing is an important metric we must track in order to increase our achievement levels.

The goal of 95% participation rate in CAASPP testing was added to goal one.

Goal 1- Allocation Update

As we tracked and reviewed our allocation of funds as contributing to services for our unduplicated population or not contributing, we realized that four categories that had been labeled as non-contributing actually do provide services to these populations.

1.1a Basic Teacher Services
1.1c AVID
1.2a Multi-tiered System of Support (MTSS) and Positive Behavior Interventions and Supports (PBIS)
1.2b MTSS and Response to Intervention (RTI)

Portions of these funds will be allocated as contributing. This more accurately reflects the scholars who benefit from these services and meets the requirement for targeted LCFF funding.

Update

Thank you to all of our education partners who participated in our surveys and discussions. Based on your feedback, the rest of the goals and actions in the LCAP remain the same. We are seeing positive results and will continue to work on improving how we support our scholars and their families.

Questions?

Contact:

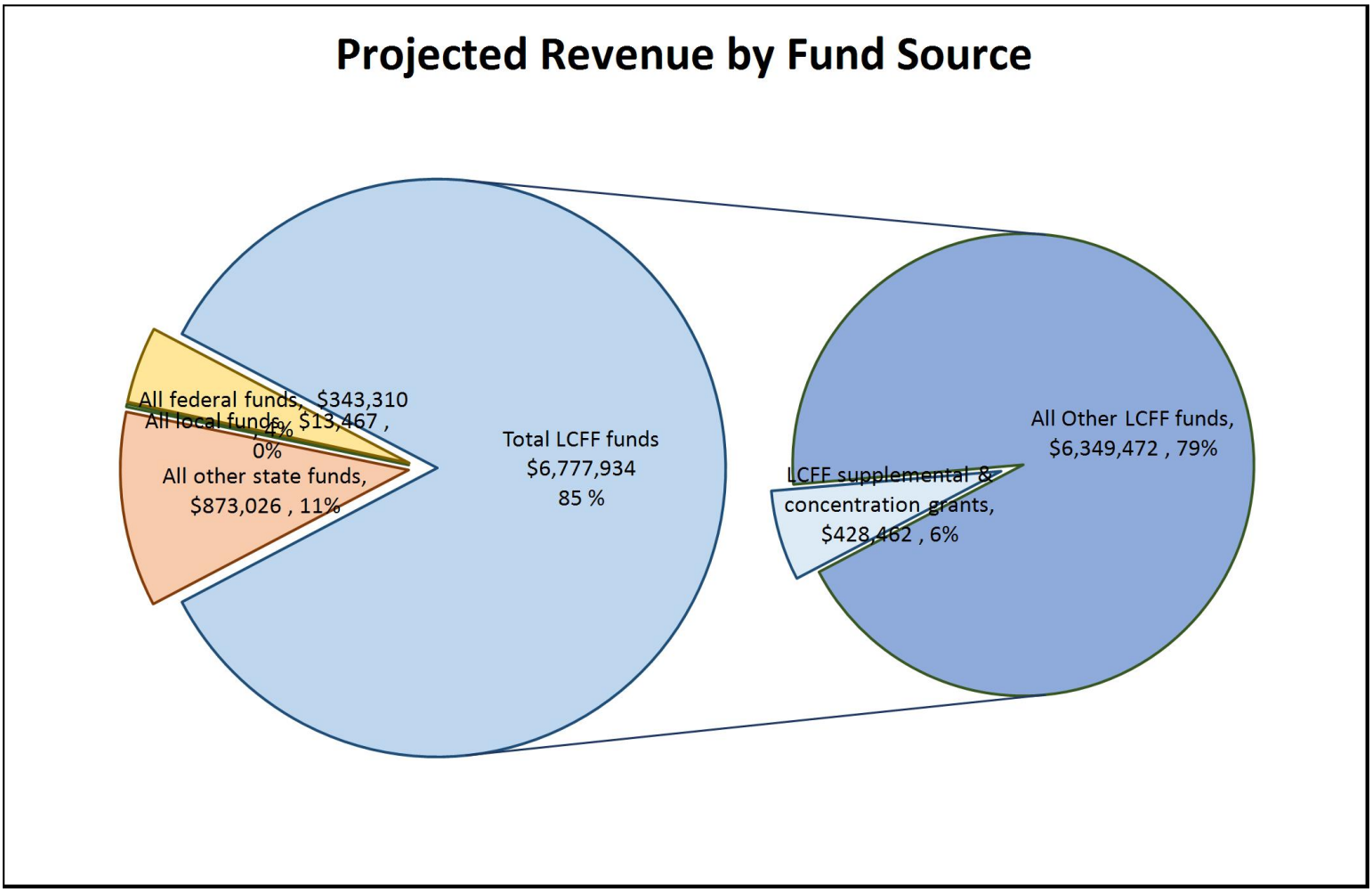
Liz Brenner | Superintendent and CEO
(805) 385-4761
ebrenner@compasscharters.org

LCFF Budget Overview for Parents

Local Educational Agency (LEA) Name: Compass Charter Schools of Yolo
CDS Code: 57 72702 0139436
School Year: 2023-24
LEA contact information:
Elizabeth Brenner
Superintendent, CEO
jlewis@compasscharters.org
(805)358-4761

School districts receive funding from different sources: state funds under the Local Control Funding Formula (LCFF), other state funds, local funds, and federal funds. LCFF funds include a base level of funding for all LEAs and extra funding - called "supplemental and concentration" grants - to LEAs based on the enrollment of high needs students (foster youth, English learners, and low-income students).

Budget Overview for the 2023-24 School Year



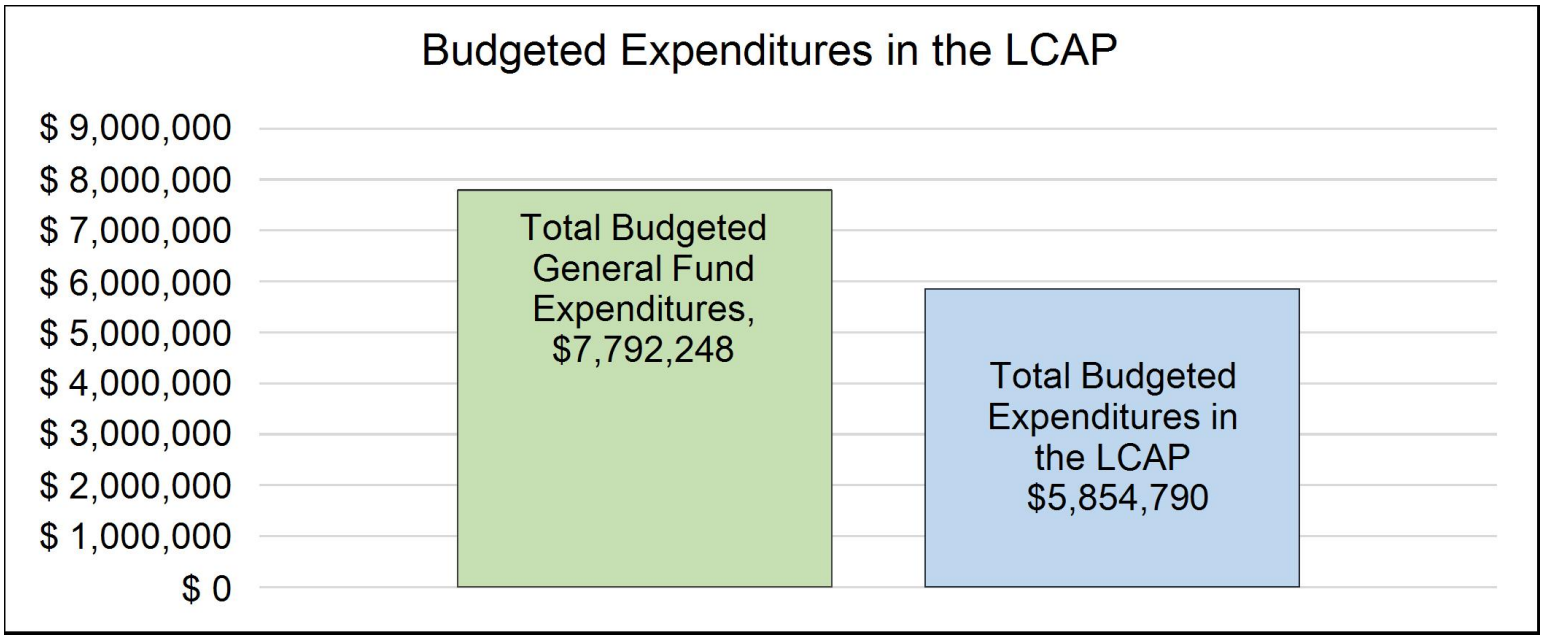
This chart shows the total general purpose revenue Compass Charter Schools of Yolo expects to receive in the coming year from all sources.

The text description for the above chart is as follows: The total revenue projected for Compass Charter Schools of Yolo is $8,007,735.93, of which $6,777,934.00 is Local Control Funding Formula (LCFF), $873,025.63 is other

state funds, $13,466.68 is local funds, and $343,309.62 is federal funds. Of the $6,777,934.00 in LCFF Funds, $428,462.00 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 2023-24. It shows how much of the total is tied to planned actions and services in the LCAP.

The text description of the above chart is as follows: Compass Charter Schools of Yolo plans to spend $7,792,247.67 for the 2023-24 school year. Of that amount, $5,854,790.00 is tied to actions/services in the LCAP and $1,937,457.67 is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

Expenditures not included in the LCAP include accounting, administrative, audit, legal and other general operational costs.

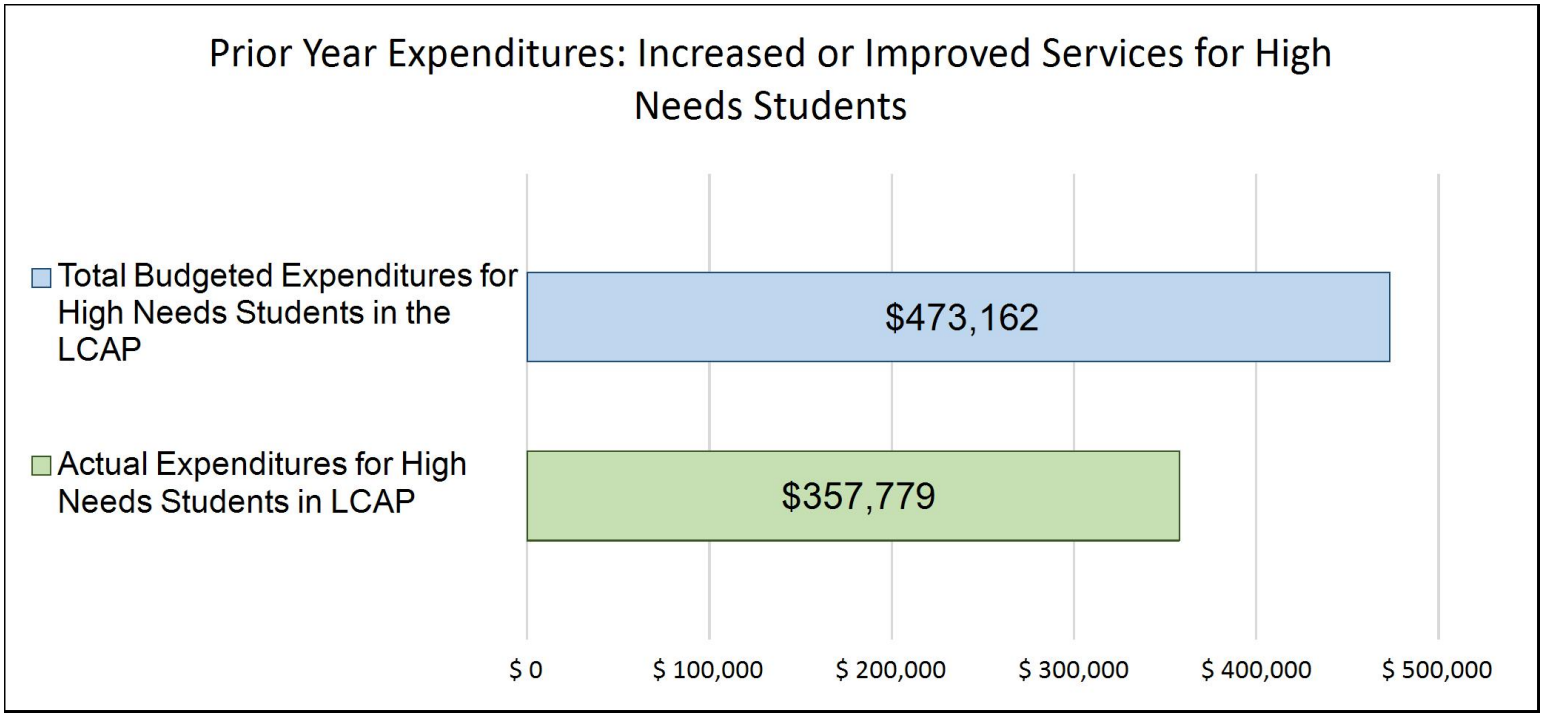
Increased or Improved Services for High Needs Students in the LCAP for the 2023-24 School Year

In 2023-24, Compass Charter Schools of Yolo is projecting it will receive $428,462.00 based on the enrollment of foster youth, English learner, and low-income students. Compass Charter Schools of Yolo must describe how it intends to increase or improve services for high needs students in the LCAP. Compass Charter Schools of Yolo plans to spend $115,974.00 towards meeting this requirement, as described in the LCAP.

Compass strives to serve our high-needs scholars through a variety of supports. Each high-needs scholar has a personalized learning plan tailored to his/her needs. We provide live synchronous classes and office hours to ensure these scholars have the support they need. We have increased our direct support sessions for English Learners and adopted a research-based supplemental

LCFF Budget Overview for Parents

Update on Increased or Improved Services for High Needs Students in 2022-23



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.

The text description of the above chart is as follows: In 2022-23, Compass Charter Schools of Yolo's LCAP budgeted $473,162.00 for planned actions to increase or improve services for high needs students. Compass Charter Schools of Yolo actually spent $357,779.00 for actions to increase or improve services for high needs students in 2022-23.

The difference between the budgeted and actual expenditures of $115,383.00 had the following impact on Compass Charter Schools of Yolo’s ability to increase or improve services for high needs students:

This is year to date spend as of May 9, 2022 and a portion of this includes summer school expenses which have not yet been incurred.

Local Control and Accountability Plan

The instructions for completing the Local Control and Accountability Plan (LCAP) follow the template.

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Compass Charter Schools of Yolo	Elizabeth Brenner Superintendent, CEO	ebrenner@compasscharters.org (805)358-4761

Plan Summary [2023-24]

General Information

A description of the LEA, its schools, and its students in grades transitional kindergarten–12, as applicable to the LEA.

Compass Charter Schools of Yolo (Compass) is a free, personalized learning, public charter school that offers an alternative for scholars to thrive outside of a traditional brick and mortar environment. Compass is directly funded by the state of California and the federal government. We are currently authorized by the Winters Joint Unified School District for scholars in grades TK-12 who reside in Yolo and its adjacent counties and wish to pursue high-quality, and rigorous instructional programs via virtual learning.

Our academic programs are designed with our scholars in mind and provide our families with gold standard choices in their virtual education. Compass intentionally matches scholars and families with virtual, at-home, and in-person learning programs that support their lifestyle and vision for success. We provide coordinated academic, social emotional, and college and career readiness support. And, we continuously improve our personalized learning models and influence a more individualized approach throughout the education sector.

In our Online Learning Program, our scholars use Accelerate Education as their curriculum. They are assigned a credentialed supervising teacher (ST) who acts as the Teacher of Record, and supports the scholar by providing both synchronous and asynchronous instruction to personalize scholar learning. Scholars enrolled in our Online Learning Program participate in learning labs each day where they interact with their teacher and peers. During these labs, scholars participate in Advancement Via Individual Determination (AVID) and research-based instructional activities designed by the teacher to engage in their learning. Our personalized learning model provides flexibility with scholar schedules, so each learning lab is recorded for scholars to view if they cannot attend live. The Online Learning Program teachers also provide Q&A office hours, small group instruction, and one on one sessions to further support scholars.

In our Options Learning Program, we partner with home study families to provide flexible options for scholars to thrive academically, socially, and emotionally. The learning coach (parent or legal guardian) is the primary instructor for their scholars and commits to providing a well-rounded education for their child that addresses state standards. Scholars and learning coaches work with their assigned, credentialed ST to develop a custom personalized learning plan for scholars. Throughout the year, families connect with their ST to discuss assigned work,

manage progress, and review scholars' body of work and activity logs. In addition to the academic support, each scholar is allocated educational support funds. These funds are used to purchase non-sectarian curriculum, supplies, lessons, and classes to enhance scholar learning. These materials and services are provided by businesses on our approved community providers list.

In compliance with AB 130 and AB 167, scholars in both programs in grades TK-3 have access to daily live synchronous instruction; scholars in grades 4-8 have weekly live synchronous instruction and daily live interaction opportunities; and scholars in grades 9-12 have access to weekly live synchronous instruction.

Whatever the reason behind scholars' enrollment at Compass, scholars are provided an environment where they can feel safe and inspired to develop into confident, innovative, creative, self-directed learners. Scholars find success at Compass because they have the support of a dedicated staff and their families.

Reflections: Successes

A description of successes and/or progress based on a review of the California School Dashboard (Dashboard) and local data.

Compass uses the Renaissance STAR Assessment as a local measure for scholar academic achievement in Math and Reading for its scholars in grades 1-12. Scholars in TK-2 first take the Early Literacy Assessment to determine if their levels indicate they are ready to take the STAR assessment. During the 2021-2022 school year, participation rates in these assessments were below 75%. The school implemented policies that encourage participation in these assessments and participation rates increased significantly in the Fall and Winter test administrations. The participation rates in all local assessments exceeds 90% for the 2022-2023 school year.

The cohort graduation rate was 73.7% in 2022, but a performance level was not assigned due to the low number of graduates. Compass maintained a low rate of chronic absenteeism at 2.7% and a 0% suspension rate.

Reflections: Identified Need

A description of any areas that need significant improvement based on a review of Dashboard and local data, including any areas of low performance and significant performance gaps among student groups on Dashboard indicators, and any steps taken to address those areas.

The Yolo charter opened in 2019, so 2022 was the first year that we received CA dashboard results. The school scored very low in ELA and Low in Mathematics. These scores were highly impacted by low participation rates due to a high number of parents exercising their right to opt out of state testing. Participation rates were at 74% in ELA and 75% in Math. These low rates resulted in a LOSS penalty that significantly lowered the achievement level. A goal will be added this year to increase the participation rate in state testing and the school is taking steps to increase the number of scholars who complete the test.

LCAP Highlights

A brief overview of the LCAP, including any key features that should be emphasized.

As the Local Control and Accountability Plan (LCAP) is a three-year plan that is designed and meant to provide full transparency at the local level and encourage valuable input from all educational partners in the community, Compass Charter Schools of Yolo (Compass) engaged all educational partners (see “Engaging Educational Partners” for more information) to develop a streamlined, three-year plan aligned to the California Eight State Priorities.

Based on the feedback from our educational partners, Compass developed the following LCAP goals for the 2021-24 academic years:
1. Increase scholar academic achievement in core academic subjects.
2. Increase scholar and parent engagement/involvement.
3. Increase college and career readiness for scholars.
4. Ensure that at-promise scholars are making progress toward earning a high school diploma.

Compass also ensured to include actions in response to the lessons learned from the COVID-19 pandemic and the lingering impacts from the on-going pandemic challenges such as providing social-emotional/well being opportunities and programs to mitigate scholar learning loss.

Comprehensive Support and Improvement

An LEA with a school or schools eligible for comprehensive support and improvement must respond to the following prompts.

Schools Identified

A list of the schools in the LEA that are eligible for comprehensive support and improvement.

NA

Support for Identified Schools

A description of how the LEA has or will support its eligible schools in developing comprehensive support and improvement plans.

NA

Monitoring and Evaluating Effectiveness

A description of how the LEA will monitor and evaluate the plan to support student and school improvement.

NA

Engaging Educational Partners

A summary of the process used to engage educational partners and how this engagement was considered before finalizing the LCAP.

Leadership Team Meeting (January 24, 2023). During this leadership meeting, the leadership team reviewed the LCAP timeline and current data collection and analysis procedures.

Parent Advisory Council (March 17, 2023). During this month's meeting, we discussed the mid-year LCAP update. Parents reviewed the current metrics and actions for each goal and provided feedback on how the school might increase parent engagement by recruiting parents to serve on the council.

Board of Directors Meeting (March 25, 2023). During this Board of Directors meeting, the mid-year LCAP update was shared with the board and discussed. The feedback was positive regarding the increase in dashboard measures and the board supports maintaining the current goals.

Annual Planning Survey (April 3-14, 2023). The annual planning survey was distributed to all education partners. We had over 200 responses.The results from the survey were used to inform the update of the LCAP.

Leadership Team Meeting (April 25th, 2023). During this leadership meeting, the team reviewed and discussed the annual planning survey results. They broke into teams to focus on each goal and provided recommendations for adjustments to the plan based on the feedback collected in the survey..
Monday Morning Memo (May 8, 2023) The superintendent recorded a video that reviewed the responses to the annual planning survey. This was distributed to all families and added to the school's Youtube channel.

Scholar Leadership Council (May 9, 2023). During this month's meeting, we discussed the Annual Planning survey results. Scholars provided ideas to increase engagement, including more in-person activities and clubs. They also provided ideas of how scholars can connect virtually and share ideas in a safe space.

Parent Advisory Council (May 12, 2023). During this meeting, we reviewed the annual planning survey results. Parents discussed ways to increase in-person opportunities through regular park days, coffee with the Superintendent, and possibly changing the scholar club days to avoid holidays.They also discussed increasing offerings at the school store and encouraging families to wear school logos in their community.

Board of Directors Public Hearing (May 20, 2023). During this Board of Directors Public Hearing, we reviewed and discussed the goals and actions set for the LCAPs. Board members inquired about the process for getting into the actions and for reaching the goals established in the LCAPs.

Board of Directors Meeting (June 24, 2023). Final Local Control and Accountability Plan approval.

A summary of the feedback provided by specific educational partners.

Feedback from parents and scholars was focused on increasing engagement by offering more in-person opportunities and increasing the ways that parents and scholars can connect virtually outside of the regular school schedule.

Staff feedback included suggestions for increasing participation in standardized testing and in scholar participation in support services. The data shows the support services that are being offered are effective when scholars take advantage of them. The school's dashboard measures in ELA and Math are severely impacted by the LOSS penalty due to low participation rates.

A description of the aspects of the LCAP that were influenced by specific input from educational partners.

A participation metric for CAASPP has been added to Goal 1 to ensure that education partners understand the impact of low participation on the Dashboard.

No additional changes have been made to the goals, metrics and activities becasue they support the feedback.

Goals and Actions

Goal

Goal #	Description
1	Increase scholar academic achievement in core academic subjects.

An explanation of why the LEA has developed this goal.

To ensure all scholars have access to rigorous curricula to prepare them for the demands of state standards, as well as a system of assessment to monitor progress and inform instruction and the implementation of responsive interventions to meet each scholar's needs.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Maintain ample Standards-aligned curricula and resources	Standards-aligned:5 of 5 subjects	Standards-aligned:5 of 5 subjects	Standards-aligned:5 of 5 subjects		Standards-aligned: 5 of 5 subjects
State-mandated Assessments (School-wide, SED) • SBAC ELA - Grades 3-8, 11 (Meet/Exceed) • SBAC Math - Grades 3-8, 11 (Meet/Exceed) • CAST- (Meet/Exceed)	2021-22 Will be the first year of State mandated SBAC assessment to establish school wide baseline Compass Grades 3-8, 11 Scholars (2019) Schoolwide • SBAC ELA (3-8): 47.65% • SBAC ELA (11): 61.54%	2021-22 Compass Grades 3-8, 11 Scholars (2019) Schoolwide • SBAC ELA (3-8): 47.65% • SBAC ELA (11): 61.54% • SBAC Math (3-8): 34.74 • SBAC Math (11) : 46.105%	TBD		SBAC Grades 3-8, 11 Scholars Schoolwide • SBAC ELA (3-8) 11% over established baseline from 2021 • SBAC ELA (11) 7% over established baseline from 2021 • SBAC Math (3-8)

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
	• SBAC Math (3-8): 34.74 • SBAC Math (11) : 46.105% • CAST: 45.19% SED • SBAC ELA (3-8): 34.74% • SBAC ELA (11): 66.67% • SBAC Math (3-8): 26.8% • SBAC Math (11) : 44.4% • CAST : 29.17%	• CAST: 45.19% SED • SBAC ELA (3-8): 34.74% • SBAC ELA (11): 66.67% • SBAC Math (3-8): 26.8% • SBAC Math (11) : 44.4% • CAST : 29.17%			12% over established baseline from 2021 • SBAC Math (11) 6% over established baseline from 2021 • CAST - 7% over established baseline from 2021 SED • SBAC ELA (3-8) 12% over established baseline from 2021 • SBAC ELA (11) 8% over established baseline from 2021 • SBAC Math (3-8) 13% over established baseline from 2021 • SBAC Math (11) -15% over established

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
					baseline from 2021 • CAST - 12% over established baseline from 2021
Percent of scholars at/ above grade level and demonstrating growth on Spring Internal ELA assessments Grades 3-8 Grade 11	Spring 2022 Internal ELA Assessment Grades 3-8 • 70.70% "At/Above Grade-level" • 70.3% Demonstrated growth Grade 11 • 60% "At/Above Grade-level" • 85.7%Demonstrated growth	Spring 2022 Internal ELA Assessment Grades 3-8 • 70.70% "At/Above Grade-level" • 70.3% Demonstrated growth Grade 11 • 60% "At/Above Grade-level" • 85.7%Demonstrated growth	Winter 2023 Internal ELA Assessment Grades 3-8 • 72.4% "At/Above Grade-level" • 70.1% Demonstrated growth Grade 11 • 70.6% "At/Above Grade-level" • 83.3% Demonstrated growth		Spring Internal ELA Assessment Grades 3-8 • 75% "At/Above Grade-level: • 75% Demonstrated growth Grade 11 • 65% "At/Above Grade-level"- • 85% Demonstrated growth
Percent of scholars at/ above grade level and demonstrating growth on Spring Internal	Spring 2022 Internal Math Assessment Grades 3-8	Spring 2022 Internal Math Assessment Grades 3-8	Winter 2023 Internal Math Assessment Grades 3-8		Spring Internal Math Assessment Grades 3-8

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Math assessments Grades 3-8 Grade 11	• 56.8“At/Above Grade-level” • 59.1%Demonstrated growth Grade 11 • 57.1“At/Above Grade-level” • 58.6% Demonstrated growth	• 56.8“At/Above Grade-level” • 59.1%Demonstrated growth Grade 11 • 57.1“At/Above Grade-level” • 58.6% Demonstrated growth	• 68.2% “At/Above Grade-level” • 67.5% Demonstrated growth Grade 11 • 72.2%“At/Above Grade-level” • 63.2% Demonstrated growth		• 75% “At/Above Grade-level”- • 75% Demonstrated growth Grade 11 • 65% “At/Above Grade-level”- • 65% Demonstrated growth
Chronic Absenteeism	Chronic Absenteeism (2019 CA Dashboard) 6.02%	Chronic Absenteeism (2022 CA Dashboard) - 2.7%	As of May 2023 6.65%		Chronic Absenteeism (CA Dashboard) <4%
Decrease the Cohort Dropout Rate	Cohort Dropout Rate 42.7%	2022 Dashboard 26.3%	As of May 2023 15%		Cohort Dropout Rate 15%
EL Reclassification Rate	EL Reclassification Rate (2019) • 11%	2022 66.67%	As of May 2023 50%		EL Reclassification Rate >25%

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
ELPI Status Level	No performance level	No performance level			ELs demonstrating progress as measured by ELPI “Medium” 45 to 54%
CAASPP Participation Rate	2022 ELA- 74% Math 75%	2022 ELA- 74% Math 75%	May 2023 ELA- 70% Math 68%		>95% Participation Rate

Actions

Action #	Title	Description	Total Funds	Contributing
1.1	1.1a Basic Services - Teachers	All scholars will have all access to supervising teachers who are appropriately credentialed, properly assigned to courses, and maintain the required 25:1 ADA to FTE ratio. (Funding Sources: LCFF)	$1,029,304.00	Yes
1.2	1.1b Basic Services - Common Core Curriculum	All scholars will have access to core curriculum which is Common Core-aligned. (Funding Sources: LCFF)	$42,085.00	No
1.3	1.1c Basic Services - Advancement Via Individual Determination (AVID)	All teachers will utilize AVID instructional strategies in their live synchronous sessions, as well as asynchronous sessions. (Funding Sources: LCFF)	$4,000.00	Yes
1.4	1.2a Multi-Tiered System of Supports (MTSS) and Positive	All scholars will be supported through the Multi-Tiered System of Supports (MTSS) framework, with a focus on Positive Behavioral Interventions and Supports (PBIS).	$4,476.00	Yes

Action #	Title	Description	Total Funds	Contributing
	Behavior Interventions & Supports (PBIS)	(Funding Sources: LCFF, Title I)		
1.5	1.2b Multi-Tiered System of Supports (MTSS) and Response to Intervention (RtI)	All scholars will be supported through the Multi-Tiered System of Supports (MTSS) framework, with a focus on Response to Intervention (RtI). Scholars who are identified as needing Tier 2 and Tier 3 levels of support will have access to tutoring services. (Funding Sources: LCFF, ELO, ESSER III)	$50,982.00	Yes
1.6	1.2c Multi-Tiered System of Supports (MTSS) and Social Emotional Learning (SEL) and Well-Being	All scholars will be supported through the Multi-Tiered System of Supports (MTSS) framework, with a focus on Social Emotional Learning (SEL) and well-being.	$0.00	No
1.7	1.3a Staff Development Onboarding	All new staff will participate in a 90-day onboarding program facilitated by the Human Resources Department. (Funding Sources: LCFF)	$38,580.00	No
1.8	1.3b Staff Development - Professional Learning	All staff will have access to professional learning through conferences, internal professional learning sessions, and workshops. (Funding Sources: LCFF, Title II)	$81,480.00	No
1.9	1.3c Staff Development - Leadership Development	All staff in a leadership pipeline will be supported with a leadership development program. (Funding Sources: LCFF, CSI, Educator Effectiveness Grant, Title II)	$49,140.00	No

Action #	Title	Description	Total Funds	Contributing
1.10	1.4a Orientation - Scholar and Learning Coach	All scholars and learning coaches will be offered an orientation, which will include strategies to be successful in our program as well as resources to support their educational journey. (Funding Sources: LCFF)	$23,245.00	No
1.11	1.5a Supports for Unduplicated Scholars - Learning Coach	The Operations Department, through its McKinney-Vento Liaison, will make resources and programs available to scholars and their families experiencing homelessness and/or in foster care. (Funding Sources: Title I)	$18,190.00	Yes
1.12	1.5b Supports for Unduplicated Scholars - Free and Reduced	The Operations Department will deploy its team to create and/or identify resources and programs for scholars identified as socially-economically disadvantaged.	$0.00	Yes
1.13	1.6a Targeted Intervention English Learners	The English Language Learning Department will make supplemental resources and programs available to scholars to target increased English language acquisition/proficiency and academic achievement. (Funding Sources:Title I)	$4,240.00	Yes
1.14	1.6b Targeted Intervention - Students with Disabilities	The Special Education Department will make supplemental resources and programs accessible to scholars to target increased achievement in both English/Language Arts and mathematics. (Funding Sources: LCFF)	$0.00	No

Goal Analysis [2022-23]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

There are no substantiative differences in planned actions and actual implementation of these actions.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

The school determined that four of the actions (1.1a, 1.1c, 1.2a, and 1.2b) that should have been labeled as contributing to increased and improved services were not. This will be corrected in the upcoming year. Allocation of funds for the AVID program were increased based on prior year spending.

An explanation of how effective the specific actions were in making progress toward the goal.

The cohort graduation rate was 73.7% in 2022, but a performance level was not assigned due to the low number of graduates. Compass maintained a low rate of chronic absenteeism at 2.7% and a 0% suspension rate.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

A participation rate metric will be added to ensure that the school reaches the 95% participation rate.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Goals and Actions

Goal

Goal #	Description
2	Increase scholar and parent engagement/involvement.

An explanation of why the LEA has developed this goal.

The engagement of both scholars and parents is essential to the success of our community. Compass Charter Schools of Yolo (Compass) seeks to provide opportunities for parents to be meaningfully engaged in their scholar's educational journey and provide input on areas to improve the experience of students in alignment with the goals of the approved charter petition. Equally important is to maintain the engagement of our scholars to promote their academic growth, social-emotional wellness, and dedication to becoming self-motivated, life-long learners.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Attendance Rates (P2 Reporting)	Attendance Rates (P2 Reporting) • Track A - 98.11% • Track S - 72.02%	- 98.56%	P1-98.86%		Attendance Rates (P2 Reporting) 95%
Suspension Rate	Suspension Rate 0%	- 0%	0		Suspension Rate 0%
Engagement Offering Satisfaction	Satisfaction of Engagement Offerings	- 97.5%	As of March 2023 96%		Satisfaction of Engagement Offerings Rate 85%
Parent Advisory Council Meetings	Parent Advisory Council Meetings: 4 per year	- 5 meetings	5 meetings		Parent Advisory Council Meetings: 4 per year

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Scholar Leadership Council Meetings	Scholar Leadership Council Meetings: 7 per year	- 10 meetings	- 10 meetings		Scholar Leadership Council Meetings: 7 per year
Parent Participation in Academic Monitoring Activities (i.e. Parent-Teacher Conferences, Connection meetings, etc.)	Percentage of Parents participating in academic monitoring activities: 70%	- 88%	95%		Percentage of Parents participating in academic monitoring activities: Between 90 - 100%
Scholar Participation in Academic Learning Activities (i.e. Learning Labs, Demonstration of Learning, etc.)	Participation of Scholars participating in academic learning activities	• 51% participation in 30% or more synchronous instruction and live interaction	TBD		Participation of Scholars participating in academic learning activities: Between 90 - 100%
Participation in Annual Satisfaction/LCAP Survey • Scholars • Parents • Staff	Participation in Annual Satisfaction/LCAP Survey • Scholars • Parents • Staff	• Scholars 17% • Parents 34% • Staff 38%	• Scholars 30% • Parents 33% • Staff 37%		Participation in Annual Satisfaction/LCAP Survey • Scholars • Parents • Staff

Actions

Action #	Title	Description	Total Funds	Contributing
2.1	2.1a Learning Coach Academy	Compass will offer a Learning Coach Academy program that covers support topics of interest for learning coaches. (Funding Sources: LCFF)	$0.00	No
2.2	2.1b Summer Session	Compass will offer a Summer Session that utilizes online courses and/or academic subscriptions to increase K-8 scholar engagement. (Funding Sources: ESSER III)	$18,482.00	No
2.3	2.1c Scholar Attendance	All teachers will offer engaging live synchronous sessions, as well as asynchronous sessions. (Funding Sources: LCFF)	$5,570.00	No
2.4	2.1d Scholar Attendance Counseling	Compass will provide live Social Emotional Learning groups led by counselors to promote academic and enrichment engagement by addressing the social-emotional needs of scholars. Funding Sources: LCFF)	$246,400.00	No
2.5	2.2a Scholar Celebrations	Compass will provide end-of-year celebrations. (Funding Sources: LCFF)	$8,000.00	No
2.6	2.2b Scholar Recognition	Compass will provide scholar recognition opportunities throughout the school year.	$0.00	No
2.7	2.2c Parent Recognition	Compass will provide parent recognition opportunities throughout the school year.	$0.00	No

Action #	Title	Description	Total Funds	Contributing
2.8	2.3a Scholar Extracurricular Activities	Compass will provide a variety of extracurricular activities, such as field trips, virtual scholar workshops, and scholar-led clubs. (Funding Sources: LCFF)	$33,135.00	No
2.9	2.3b Community Service	Compass will provide a variety of community service opportunities to emboldened our scholars to be community leaders and for all staff to give back to our communities.	$0.00	No
2.10	2.3c Scholar Enrichment	Compass will provide a variety of enrichment activities to encourage scholars to collaborate, learn, and further develop their educational experience. Funds allocated in 2.3a	$0.00	No
2.11	2.3d Parent Enrichment	Compass will provide a variety of enrichment activities for parents to encourage parents to collaborate, learn, and further support their scholars educational experience.	$0.00	No
2.12	2.4a School Communication	Compass will provide tools to support one and two way communications with its educational partners.	$0.00	No
2.13	2.4b Technology Access	Compass will provide technology access to scholars who are unable to access required educational offerings.. (Funding Sources: Title IV)	$0.00	Yes
2.14	2.5 Staff Development - Professional Learning	All staff will have access to professional learning through conferences, internal professional learning sessions, and workshops. Funds allocated in 1.3b	$0.00	No

Action #	Title	Description	Total Funds	Contributing
2.15	2.6 Military Connected Support	Our dedicated Scholar Community Advocate will make resources and programs available to military families and scholars. These services will include transition support, enrollment, deployment support, and referrals to military community partners.	$0.00	No

Goal Analysis [2022-23]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

Planned actions were implemented without significant variation from the plan.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

There were no material differences between budgeted and actual expenditures.

An explanation of how effective the specific actions were in making progress toward the goal.

Scholar attendance has remained high. Scholar participation in learning labs has increased. Parent and scholar participation in councils has continued. The suspension rate remains low.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

No changes were made.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Goals and Actions

Goal

Goal #	Description
3	Increase college and career readiness for scholars.

An explanation of why the LEA has developed this goal.

Compass Charter Schools of Yolo scholars, as described in Goal 1, must have access to an instructional program which meets the requirements for post-secondary success, be that at an institute of higher learning or in a career of their choice. As such, all scholars must receive a high quality program which provides them with the requisite skills for success after graduation.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Graduation Rate (CA Dashboard)	73.7%	73.7%	Projected: 75%		Graduation Rate (CA Dashboard): 75%
Graduates A-G Course Completion(UC/CSU eligibility)	2019-2020 13.3%	- 13%	TBD		30% A-G Course Completion
Concurrent Enrollment	2019-2020 Concurrent Enrollment 4.3%	- 42%	TBD		20% of scholars will have enrolled into at least one concurrent course
Scholars “Prepared” for College/Career (CA Dashboard)	(2018-19 Dashboard) 7% Prepared	- 31%	TBD		15% College Career Indicator “Prepared

Actions

Action #	Title	Description	Total Funds	Contributing
3.1	3.1a Summer Session	Compass will offer a Summer Session for high school scholars wishing to earn extra credits in online classrooms. (Funding Sources: LCFF, ESSER III)	$27,160.00	No
3.2	3.1b Summer Tutoring	Compass will offer access to a tutoring platform to support scholars with successful completion of Summer Session courses that lead to A-G course preparation or completion. (Funding Sources: A-G Completion Improvement Grant)	$0.00	No
3.3	3.2a A-G Coursework	Compass will ensure all scholars have access to A-G approved courses, either through a preferred curriculum provider or through internally developed courses. (Funding Sources: LCFF, A-G Completion Improvement Grant)	$0.00	No
3.4	3.2b Dual Enrollment	Compass will partner with community colleges and Universities to incorporate dual enrollment in the 4-year plan for all high school scholars. (Funding Sources: LCFF)	$0.00	No
3.5	3.2c AVID Elective	Compass will provide AVID courses to middle and high school scholars and provide the opportunity for them to earn the AVID Elective Digital Badge after completing the courses. (Funding Sources: LCFF)	$2,716.00	No

Action #	Title	Description	Total Funds	Contributing
3.6	3.3 Recognized ASCA Model Program (RAMP)	Compass will implement the ASCA model program and apply to become a RAMP School in the 2022-23 school year. (Funding Sources: LCFF, Educator Effectiveness Grant)	$0.00	No
3.7	3.4a Family College Awareness/Preparation	Compass will provide scholar and parent training and resources on A-G requirements, going to college, completing a college and career application, completing a FAFSA, applying for scholarships, and general college entrance exam information. Encourage all Seniors to apply to a college, university, career-based training institution, or military.	$0.00	No
3.8	3.4b Partnerships with organizations for financial aid, college tours, etc.	Compass will partner with various providers to expand college readiness opportunities.	$0.00	No
3.9	3.5 Staff Development - Professional Learning	All staff will have access to professional learning through conferences, internal professional learning sessions, and workshops. Funds allocated in 1.3b	$0.00	No

Goal Analysis [2022-23]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

There were no substantive differences in planned and actual actions.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

There were no material differences between budgeted and actual expenditures.

An explanation of how effective the specific actions were in making progress toward the goal.

The graduation rate is projected to increase from 73.7% to 75% this year.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

No changes are projected.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Goals and Actions

Goal

Goal #	Description
4	Ensure that at-promise scholars are making progress toward earning a high school diploma.

An explanation of why the LEA has developed this goal.

Compass Charter Schools of Yolo offers a unique model for addressing the current needs of scholars/families. This goal has been added to allow for continuous monitoring of our scholars who entered the Compass programs at various levels of high school with credit deficits and will enable our staff to develop strategic support systems to ensure these scholars persist to graduation albeit on an extended timeline. Compass Charter schools will monitor scholars identified as at-promise (including current scholars and late entrants) to develop strategic support systems to ensure these scholars persist to graduation albeit on an extended timeline.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Accelerated Course Options Program (ACOP)	2019-2020 40% of participation in ACOP for at-promise scholars	- 28%	TBD		60% participation in ACOP for at-promise scholars
Extended Graduation (5+ years to earn diploma)	2019-2020 5th Year Cohort 5.6%	11.3%	TBD		0% 5th Year Cohort

Actions

Action #	Title	Description	Total Funds	Contributing
4.1	4.1 At- Promise Interventions/Supports	Compass will use data from our benchmark assessments to identify potentially at-promise scholars and implement our MTSS tiered intervention framework to ensure they are supported.	$0.00	No

Action #	Title	Description	Total Funds	Contributing
4.2	4.2 Summer Session	Compass will offer Summer Session for at-promise scholars who are deficient in credits for graduating within their cohort and for scholars who are at-promise for entering high school with a skill gap. Funds allocated in 3.1	$0.00	No
4.3	4.3 Extended Graduation Plan	Compass will develop an extended graduation plan and program to ensure at-promise scholars have a realistic pathway and expectations for earning a high school diploma.	$0.00	No
4.4	4.4 Social-Emotional/Well Being	All staff will have access to professional learning through conferences, internal professional learning sessions, and workshops. Funds allocated in 1.3b	$0.00	No
4.5	4.5 Staff Development - Professional Learning		$0.00	No

Goal Analysis [2022-23]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

There were no substantive differences in planned and actual actions.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

There were no material differences between budgeted and actual expenditures.

An explanation of how effective the specific actions were in making progress toward the goal.

The graduation rate is projected to increase from 73.7% to 75% this year.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

No changes were made to the plan.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Goals and Actions

Goal

Goal #	Description
5	

An explanation of why the LEA has developed this goal.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24

Actions

Action #	Title	Description	Total Funds	Contributing

Goal Analysis [2022-23]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

An explanation of how effective the specific actions were in making progress toward the goal.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students [2023-24]

Projected LCFF Supplemental and/or Concentration Grants	Projected Additional LCFF Concentration Grant (15 percent)
466874	0

Required Percentage to Increase or Improve Services for the LCAP Year

Projected Percentage to Increase or Improve Services for the Coming School Year	LCFF Carryover — Percentage	LCFF Carryover — Dollar	Total Percentage to Increase or Improve Services for the Coming School Year
6.54%	0.00%	$0.00	6.54%

The Budgeted Expenditures for Actions identified as Contributing may be found in the Contributing Actions Table.

Required Descriptions

For each action being provided to an entire school, or across the entire school district or county office of education (COE), an explanation of (1) how the needs of foster youth, English learners, and low-income students were considered first, and (2) how these actions are effective in meeting the goals for these students.

The Compass Charter Schools of Yolo (Compass) Leadership Team met several times throughout the year to review the goals they set for the LCAP. Everyone in the meeting representing various divisions and departments of the organization had input on adjusting the goals and actions and prioritized the needs of Foster Youth, English Learners, and Low-income scholars by hiring dedicated staff specifically to monitor and support these special populations including a McKinney-Vento Liaison and English Learner Tutors.

A description of how services for foster youth, English learners, and low-income students are being increased or improved by the percentage required.

Our dedicated McKinney-Liaison will make resources and programs available to scholars and their families experiencing homelessness and/or are in foster care. The Liaison will continue to attend professional development training and PLC’s to ensure all targeted services are the most current available. English learners will continue to receive direct support sessions via trained EL tutors and access to Lexia for increasing language fluency and increasing our reclassification rates. Low-income scholars will continue to have access to MTSS tutoring to close skill gaps and/or 24/7 access to an online tutoring system.

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

Compass Charter Schools of Yolo did not receive any Projected Additional LCFF Concentration Grant (15 percent)

Staff-to-student ratios by type of school and concentration of unduplicated students	Schools with a student concentration of 55 percent or less	Schools with a student concentration of greater than 55 percent
Staff-to-student ratio of classified staff providing direct services to students	25:1 ADA to FTE ratio	
Staff-to-student ratio of certificated staff providing direct services to students	25:1 ADA to FTE ratio	

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2023-24 Total Expenditures Table

Totals	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Total Personnel	Total Non-personnel
Totals	$1,490,891.00			$196,294.00	$1,687,185.00	$1,473,293.00	$213,892.00

Goal	Action #	Action Title	Student Group(s)	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
1	1.1	1.1a Basic Services - Teachers	English Learners Foster Youth Low Income	$1,029,304.00				$1,029,304.00
1	1.2	1.1b Basic Services - Common Core Curriculum	All	$42,085.00				$42,085.00
1	1.3	1.1c Basic Services - Advancement Via Individual Determination (AVID)	Low Income	$4,000.00				$4,000.00
1	1.4	1.2a Multi-Tiered System of Supports (MTSS) and Positive Behavior Interventions & Supports (PBIS)	English Learners Foster Youth Low Income	$4,476.00				$4,476.00
1	1.5	1.2b Multi-Tiered System of Supports (MTSS) and Response to Intervention (RtI)	English Learners Foster Youth Low Income				$50,982.00	$50,982.00
1	1.6	1.2c Multi-Tiered System of Supports (MTSS) and Social Emotional Learning (SEL) and Well-Being	All	$0.00				$0.00
1	1.7	1.3a Staff Development Onboarding	All	$38,580.00				$38,580.00
1	1.8	1.3b Staff Development - Professional Learning	All				$81,480.00	$81,480.00

Goal	Action #	Action Title	Student Group(s)	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
1	1.9	1.3c Staff Development - Leadership Development	All	$49,140.00				$49,140.00
1	1.10	1.4a Orientation - Scholar and Learning Coach	All	$23,245.00				$23,245.00
1	1.11	1.5a Supports for Unduplicated Scholars - Learning Coach	Foster Youth Low Income				$18,190.00	$18,190.00
1	1.12	1.5b Supports for Unduplicated Scholars - Free and Reduced	Low Income	$0.00				$0.00
1	1.13	1.6a Targeted Intervention English Learners	English Learners	$4,240.00				$4,240.00
1	1.14	1.6b Targeted Intervention - Students with Disabilities	Students with Disabilities	$0.00				$0.00
2	2.1	2.1a Learning Coach Academy	All	$0.00				$0.00
2	2.2	2.1b Summer Session	All				$18,482.00	$18,482.00
2	2.3	2.1c Scholar Attendance	All	$5,570.00				$5,570.00
2	2.4	2.1d Scholar Attendance Counseling	All	$246,400.00				$246,400.00
2	2.5	2.2a Scholar Celebrations	All	$8,000.00				$8,000.00
2	2.6	2.2b Scholar Recognition	All	$0.00				$0.00
2	2.7	2.2c Parent Recognition	All	$0.00				$0.00
2	2.8	2.3a Scholar Extracurricular Activities	All	$33,135.00				$33,135.00

Goal	Action #	Action Title	Student Group(s)	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
2	2.9	2.3b Community Service	All	$0.00				$0.00
2	2.10	2.3c Scholar Enrichment	All	$0.00				$0.00
2	2.11	2.3d Parent Enrichment	All	$0.00				$0.00
2	2.12	2.4a School Communication	All	$0.00				$0.00
2	2.13	2.4b Technology Access	Low Income	$0.00				$0.00
2	2.14	2.5 Staff Development - Professional Learning	All	$0.00				$0.00
2	2.15	2.6 Military Connected Support	All	$0.00				$0.00
3	3.1	3.1a Summer Session	All				$27,160.00	$27,160.00
3	3.2	3.1b Summer Tutoring	All	$0.00				$0.00
3	3.3	3.2a A-G Coursework	All	$0.00				$0.00
3	3.4	3.2b Dual Enrollment	All	$0.00				$0.00
3	3.5	3.2c AVID Elective	All	$2,716.00				$2,716.00
3	3.6	3.3 Recognized ASCA Model Program (RAMP)	All	$0.00				$0.00
3	3.7	3.4a Family College Awareness/Preparation	All	$0.00				$0.00
3	3.8	3.4b Partnerships with organizations for financial aid, college tours, etc.	All	$0.00				$0.00
3	3.9	3.5 Staff Development - Professional Learning	All	$0.00				$0.00
4	4.1	4.1 At- Promise Interventions/Supports	All	$0.00				$0.00
4	4.2	4.2 Summer Session	All	$0.00				$0.00

Goal	Action #	Action Title	Student Group(s)	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
4	**4.3**	4.3 Extended Graduation Plan	All	$0.00				$0.00
4	**4.4**	4.4 Social-Emotional/Well Being	All	$0.00				$0.00
4	**4.5**	4.5 Staff Development - Professional Learning	All	$0.00				$0.00

2023-24 Contributing Actions Table

1. Projected LCFF Base Grant	2. Projected LCFF Supplemental and/or Concentration Grants	3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1)	LCFF Carryover — Percentage (Percentage from Prior Year)	Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %)	4. Total Planned Contributing Expenditures (LCFF Funds)	5. Total Planned Percentage of Improved Services (%)	Planned Percentage to Increase or Improve Services for the Coming School Year (4 divided by 1, plus 5)	Totals by Type	Total LCFF Funds
7134380	466874	6.54%	0.00%	6.54%	$1,042,020.00	0.00%	14.61 %	**Total:**	$1,042,020.00
								LEA-wide Total:	$0.00
								Limited Total:	$0.00
								Schoolwide Total:	$1,042,020.00

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
1	**1.1**	1.1a Basic Services - Teachers	Yes	Schoolwide	English Learners Foster Youth Low Income	All Schools	$1,029,304.00	
1	**1.3**	1.1c Basic Services - Advancement Via Individual Determination (AVID)	Yes	Schoolwide	Low Income	All Schools	$4,000.00	
1	**1.4**	1.2a Multi-Tiered System of Supports (MTSS) and Positive Behavior Interventions & Supports (PBIS)	Yes	Schoolwide	English Learners Foster Youth Low Income	All Schools	$4,476.00	
1	**1.5**	1.2b Multi-Tiered System of Supports (MTSS) and Response to Intervention (RtI)	Yes	Schoolwide	English Learners Foster Youth Low Income	All Schools		
1	**1.11**	1.5a Supports for Unduplicated Scholars - Learning Coach	Yes	Schoolwide	Foster Youth Low Income	All Schools		

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
1	1.12	1.5b Supports for Unduplicated Scholars - Free and Reduced	Yes	Schoolwide	Low Income		$0.00	
1	1.13	1.6a Targeted Intervention English Learners	Yes	Schoolwide	English Learners		$4,240.00	
2	2.13	2.4b Technology Access	Yes	Schoolwide	Low Income	All Schools	$0.00	

2022-23 Annual Update Table

Totals	Last Year's Total Planned Expenditures (Total Funds)	Total Estimated Expenditures (Total Funds)
Totals	$3,405,740.00	$0.00

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
1	**1.1**	1.1a Basic Services - Teachers	No	$2,573,260.00	
1	**1.2**	1.1b Basic Services - Common Core Curriculum	No	$51,721.00	
1	**1.3**	1.1c Basic Services - Advancement Via Individual Determination (AVID)	No	$1,283.00	
1	**1.4**	1.2a Multi-Tiered System of Supports (MTSS) and Positive Behavior Interventions & Supports (PBIS)	No	$36,750.00	
1	**1.5**	1.2b Multi-Tiered System of Supports (MTSS) and Response to Intervention (RtI)	No	$186,388.00	
1	**1.6**	1.2c Multi-Tiered System of Supports (MTSS) and Social Emotional Learning (SEL) and Well-Being	No		
1	**1.7**	1.3a Staff Development Onboarding	No	$38,580.00	
1	**1.8**	1.3b Staff Development - Professional Learning	No	$81,480.00	
1	**1.9**	1.3c Staff Development - Leadership Development	No	$49,140.00	

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
1	1.10	1.4a Orientation - Scholar and Learning Coach	No	$23,245.00	
1	1.11	1.5a Supports for Unduplicated Scholars - Learning Coach	Yes	$18,190.00	
1	1.12	1.5b Supports for Unduplicated Scholars - Free and Reduced	Yes		
1	1.13	1.6a Targeted Intervention English Learners	Yes	$4,240.00	
1	1.14	1.6b Targeted Intervention - Students with Disabilities	No		
2	2.1	2.1a Learning Coach Academy	No		
2	2.2	2.1b Summer Session	No	$18,482.00	
2	2.3	2.1c Scholar Attendance	No	$5,570.00	
2	2.4	2.1d Scholar Attendance Counseling	No	$246,400.00	
2	2.5	2.2a Scholar Celebrations	No	$8,000.00	
2	2.6	2.2b Scholar Recognition	No		
2	2.7	2.2c Parent Recognition	No		
2	2.8	2.3a Scholar Extracurricular Activities	No	$33,135.00	

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
2	2.9	2.3b Community Service	No		
2	2.10	2.3c Scholar Enrichment	No		
2	2.11	2.3d Parent Enrichment	No		
2	2.12	2.4a School Communication	No		
2	2.13	2.4b Technology Access			
2	2.14	2.5 Staff Development - Professional Learning	No		
2	2.15	2.6 Military Connected Support	No		
3	3.1	3.1a Summer Session	No	$27,160.00	
3	3.2	3.1b Summer Tutoring	No		
3	3.3	3.2a A-G Coursework	No		
3	3.4	3.2b Dual Enrollment	No		
3	3.5	3.2c AVID Elective	No	$2,716.00	
3	3.6	3.3 Recognized ASCA Model Program (RAMP)	No		
3	3.7	3.4a Family College Awareness/Preparation	No		

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
3	**3.8**	3.4b Partnerships with organizations for financial aid, college tours, etc.	No		
3	**3.9**	3.5 Staff Development - Professional Learning	No		
4	**4.1**	4.1 At- Promise Interventions/Supports	No		
4	**4.2**	4.2 Summer Session	Yes		
4	**4.3**	4.3 Extended Graduation Plan	Yes		
4	**4.4**	4.4 Social-Emotional/Well Being	No Yes		
4	**4.5**	4.5 Staff Development - Professional Learning			

2022-23 Contributing Actions Annual Update Table

6. Estimated LCFF Supplemental and/or Concentration Grants (Input Dollar Amount)	4. Total Planned Contributing Expenditures (LCFF Funds)	7. Total Estimated Expenditures for Contributing Actions (LCFF Funds)	Difference Between Planned and Estimated Expenditures for Contributing Actions (Subtract 7 from 4)	5. Total Planned Percentage of Improved Services (%)	8. Total Estimated Percentage of Improved Services (%)	Difference Between Planned and Estimated Percentage of Improved Services (Subtract 5 from 8)
	$4,240.00	$0.00	$0.00	0.00%	0.00%	0.00%

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributing to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
1	1.11	1.5a Supports for Unduplicated Scholars - Learning Coach	Yes				
1	1.12	1.5b Supports for Unduplicated Scholars - Free and Reduced	Yes				
1	1.13	1.6a Targeted Intervention English Learners	Yes	$4,240.00			
4	4.2	4.2 Summer Session	Yes				
4	4.3	4.3 Extended Graduation Plan	Yes				
4	4.4	4.4 Social-Emotional/Well Being	Yes				

2022-23 LCFF Carryover Table

9. Estimated Actual LCFF Base Grant (Input Dollar Amount)	6. Estimated Actual LCFF Supplemental and/or Concentration Grants	LCFF Carryover — Percentage (Percentage from Prior Year)	10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 + Carryover %)	7. Total Estimated Actual Expenditures for Contributing Actions (LCFF Funds)	8. Total Estimated Actual Percentage of Improved Services (%)	11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)	12. LCFF Carryover — Dollar Amount (Subtract 11 from 10 and multiply by 9)	13. LCFF Carryover — Percentage (12 divided by 9)
			0.00%	$0.00	0.00%	0.00%	$0.00	0.00%

Instructions

Plan Summary

Engaging Educational Partners

Goals and Actions

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students

For additional questions or technical assistance related to the completion of the Local Control and Accountability Plan (LCAP) template, please contact the local county office of education (COE), or the California Department of Education's (CDE's) Local Agency Systems Support Office, by phone at 916-319-0809 or by email at lcff@cde.ca.gov.

Introduction and Instructions

The Local Control Funding Formula (LCFF) requires local educational agencies (LEAs) to engage their local educational partners in an annual planning process to evaluate their progress within eight state priority areas encompassing all statutory metrics (COEs have 10 state priorities). LEAs document the results of this planning process in the LCAP using the template adopted by the State Board of Education.

The LCAP development process serves three distinct, but related functions:

- **Comprehensive Strategic Planning:** The process of developing and annually updating the LCAP supports comprehensive strategic planning (California *Education Code* [*EC*] Section 52064[e][1]). Strategic planning that is comprehensive connects budgetary decisions to teaching and learning performance data. LEAs should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students.

- **Meaningful Engagement of Educational Partners:** The LCAP development process should result in an LCAP that reflects decisions made through meaningful engagement (*EC* Section 52064[e][1]). Local educational partners possess valuable perspectives and insights about an LEA's programs and services. Effective strategic planning will incorporate these perspectives and insights in order to identify potential goals and actions to be included in the LCAP.

- **Accountability and Compliance:** The LCAP serves an important accountability function because aspects of the LCAP template require LEAs to show that they have complied with various requirements specified in the LCFF statutes and regulations, most notably:

    - Demonstrating that LEAs are increasing or improving services for foster youth, English learners, and low-income students in proportion to the amount of additional funding those students generate under LCFF (*EC* Section 52064[b][4-6]).

    - Establishing goals, supported by actions and related expenditures, that address the statutory priority areas and statutory metrics (*EC* sections 52064[b][1] and [2]).

    - Annually reviewing and updating the LCAP to reflect progress toward the goals (*EC* Section 52064[b][7]).

The LCAP template, like each LEA's final adopted LCAP, is a document, not a process. LEAs must use the template to memorialize the outcome of their LCAP development process, which should: (a) reflect comprehensive strategic planning (b) through meaningful engagement with educational partners that (c) meets legal requirements, as reflected in the final adopted LCAP. The sections included within the LCAP template do not and cannot reflect the full development process, just as the LCAP template itself is not intended as a tool for engaging educational partners.

If a county superintendent of schools has jurisdiction over a single school district, the county board of education and the governing board of the school district may adopt and file for review and approval a single LCAP consistent with the requirements in *EC* sections 52060, 52062, 52066, 52068, and 52070. The LCAP must clearly articulate to which entity's budget (school district or county superintendent of schools) all budgeted and actual expenditures are aligned.

The revised LCAP template for the 2021–22, 2022–23, and 2023–24 school years reflects statutory changes made through Assembly Bill 1840 (Committee on Budget), Chapter 243, Statutes of 2018. These statutory changes enhance transparency regarding expenditures on actions included in the LCAP, including actions that contribute to meeting the requirement to increase or improve services for foster youth, English learners, and low-income students, and to streamline the information presented within the LCAP to make adopted LCAPs more accessible for educational partners and the public.

At its most basic, the adopted LCAP should attempt to distill not just what the LEA is doing for students in transitional kindergarten through grade twelve (TK–12), but also allow educational partners to understand why, and whether those strategies are leading to improved opportunities and outcomes for students. LEAs are strongly encouraged to use language and a level of detail in their adopted LCAPs intended to be meaningful and accessible for the LEA's diverse educational partners and the broader public.

In developing and finalizing the LCAP for adoption, LEAs are encouraged to keep the following overarching frame at the forefront of the strategic planning and educational partner engagement functions:

> Given present performance across the state priorities and on indicators in the California School Dashboard (Dashboard), how is the LEA using its budgetary resources to respond to TK–12 student and community needs, and address any performance gaps, including by meeting its obligation to increase or improve services for foster youth, English learners, and low-income students?

LEAs are encouraged to focus on a set of metrics and actions that the LEA believes, based on input gathered from educational partners, research, and experience, will have the biggest impact on behalf of its TK–12 students.

These instructions address the requirements for each section of the LCAP, but may include information about effective practices when developing the LCAP and completing the LCAP itself. Additionally, information is included at the beginning of each section emphasizing the purpose that each section serves.

Plan Summary

Purpose

A well-developed Plan Summary section provides a meaningful context for the LCAP. This section provides information about an LEA's community as well as relevant information about student needs and performance. In order to provide a meaningful context for the rest of the LCAP, the content of this section should be clearly and meaningfully related to the content included in the subsequent sections of the LCAP.

Requirements and Instructions

General Information – Briefly describe the LEA, its schools, and its students in grades TK–12, as applicable to the LEA. For example, information about an LEA in terms of geography, enrollment, or employment, the number and size of specific schools, recent community challenges, and other such information as an LEA wishes to include can enable a reader to more fully understand an LEA's LCAP.

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

Reflections: Identified Need – Referring to the Dashboard, identify: (a) any state indicator for which overall performance was in the "Red" or "Orange" performance category or any local indicator where the LEA received a "Not Met" or "Not Met for Two or More Years" rating AND (b) any state indicator for which performance for any student group was two or more performance levels below the "all student*"* performance. What steps is the LEA planning to take to address these areas of low performance and performance gaps? An LEA that is required to include a goal to address one or more consistently low-performing student groups or low-performing schools must identify that it is required to include this goal and must also identify the applicable student group(s) and/or school(s). Other needs may be identified using locally collected data including data collected to inform the self-reflection tools and reporting local indicators on the Dashboard.

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

Comprehensive Support and Improvement – An LEA with a school or schools identified for comprehensive support and improvement (CSI) under the Every Student Succeeds Act must respond to the following prompts:

- **Schools Identified**: Identify the schools within the LEA that have been identified for CSI.
- **Support for Identified Schools**: Describe how the LEA has or will support the identified schools in developing CSI plans that included a school-level needs assessment, evidence-based interventions, and the identification of any resource inequities to be addressed through the implementation of the CSI plan.
- **Monitoring and Evaluating Effectiveness**: Describe how the LEA will monitor and evaluate the implementation and effectiveness of the CSI plan to support student and school improvement.

Engaging Educational Partners

Purpose

Significant and purposeful engagement of parents, students, educators, and other educational partners, including those representing the student groups identified by LCFF, is critical to the development of the LCAP and the budget process. Consistent with statute, such engagement should support comprehensive strategic planning, accountability, and improvement across the state priorities and locally identified priorities (*EC* Section 52064[e][1]). Engagement of educational partners is an ongoing, annual process.

This section is designed to reflect how the engagement of educational partners influenced the decisions reflected in the adopted LCAP. The goal is to allow educational partners that participated in the LCAP development process and the broader public understand how the LEA engaged educational partners and the impact of that engagement. LEAs are encouraged to keep this goal in the forefront when completing this section.

Statute and regulations specify the educational partners that school districts and COEs must consult when developing the LCAP: teachers, principals, administrators, other school personnel, local bargaining units of the LEA, parents, and students. Before adopting the LCAP, school districts and COEs must share it with the Parent Advisory Committee and, if applicable, to its English Learner Parent Advisory Committee. The superintendent is required by statute to respond in writing to the comments received from these committees. School districts and COEs must also consult with the special education local plan area administrator(s) when developing the LCAP.

Statute requires charter schools to consult with teachers, principals, administrators, other school personnel, parents, and students in developing the LCAP. The LCAP should also be shared with, and LEAs should request input from, schoolsite-level advisory groups, as applicable (e.g., schoolsite councils, English Learner Advisory Councils, student advisory groups, etc.), to facilitate alignment between schoolsite and district-level goals and actions.

Information and resources that support effective engagement, define student consultation, and provide the requirements for advisory group composition, can be found under Resources on the following web page of the CDE's website: https://www.cde.ca.gov/re/lc/.

Requirements and Instructions

Below is an excerpt from the 2018–19 *Guide for Annual Audits of K–12 Local Education Agencies and State Compliance Reporting*, which is provided to highlight the legal requirements for engagement of educational partners in the LCAP development process:

Local Control and Accountability Plan:
For county offices of education and school districts only, verify the LEA:

a) Presented the local control and accountability plan to the parent advisory committee in accordance with Education Code section 52062(a)(1) or 52068(a)(1), as appropriate.

b) If applicable, presented the local control and accountability plan to the English learner parent advisory committee, in accordance with Education Code section 52062(a)(2) or 52068(a)(2), as appropriate.

c) Notified members of the public of the opportunity to submit comments regarding specific actions and expenditures proposed to be included in the local control and accountability plan in accordance with Education Code section 52062(a)(3) or 52068(a)(3), as appropriate.

d) Held at least one public hearing in accordance with Education Code section 52062(b)(1) or 52068(b)(1), as appropriate.

e) Adopted the local control and accountability plan in a public meeting in accordance with Education Code section 52062(b)(2) or 52068(b)(2), as appropriate.

Prompt 1: "A summary of the process used to engage educational partners and how this engagement was considered before finalizing the LCAP."

Describe the engagement process used by the LEA to involve educational partners in the development of the LCAP, including, at a minimum, describing how the LEA met its obligation to consult with all statutorily required educational partners as applicable to the type of LEA. A sufficient response to this prompt must include general information about the timeline of the process and meetings or other engagement strategies with educational partners. A response may also include information about an LEA's philosophical approach to engaging its educational partners.

Prompt 2: "A summary of the feedback provided by specific educational partners."

Describe and summarize the feedback provided by specific educational partners. A sufficient response to this prompt will indicate ideas, trends, or inputs that emerged from an analysis of the feedback received from educational partners.

Prompt 3: "A description of the aspects of the LCAP that were influenced by specific input from educational partners."

A sufficient response to this prompt will provide educational partners and the public with clear, specific information about how the engagement process influenced the development of the LCAP. The response must describe aspects of the LCAP that were influenced by or developed in response to the educational partner feedback described in response to Prompt 2. This may include a description of how the LEA prioritized requests of educational partners within the context of the budgetary resources available or otherwise prioritized areas of focus within the LCAP. For the purposes of this prompt, "aspects" of an LCAP that may have been influenced by educational partner input can include, but are not necessarily limited to:

- Inclusion of a goal or decision to pursue a Focus Goal (as described below)
- Inclusion of metrics other than the statutorily required metrics
- Determination of the desired outcome on one or more metrics
- Inclusion of performance by one or more student groups in the Measuring and Reporting Results subsection
- Inclusion of action(s) or a group of actions
- Elimination of action(s) or group of actions
- Changes to the level of proposed expenditures for one or more actions

- Inclusion of action(s) as contributing to increased or improved services for unduplicated services
- Determination of effectiveness of the specific actions to achieve the goal
- Determination of material differences in expenditures
- Determination of changes made to a goal for the ensuing LCAP year based on the annual update process
- Determination of challenges or successes in the implementation of actions

Goals and Actions

Purpose

Well-developed goals will clearly communicate to educational partners what the LEA plans to accomplish, what the LEA plans to do in order to accomplish the goal, and how the LEA will know when it has accomplished the goal. A goal statement, associated metrics and expected outcomes, and the actions included in the goal should be in alignment. The explanation for why the LEA included a goal is an opportunity for LEAs to clearly communicate to educational partners and the public why, among the various strengths and areas for improvement highlighted by performance data and strategies and actions that could be pursued, the LEA decided to pursue this goal, and the related metrics, expected outcomes, actions, and expenditures.

A well-developed goal can be focused on the performance relative to a metric or metrics for all students, a specific student group(s), narrowing performance gaps, or implementing programs or strategies expected to impact outcomes. LEAs should assess the performance of their student groups when developing goals and the related actions to achieve such goals.

Requirements and Instructions

LEAs should prioritize the goals, specific actions, and related expenditures included within the LCAP within one or more state priorities. LEAs should consider performance on the state and local indicators, including their locally collected and reported data for the local indicators that are included in the Dashboard in determining whether and how to prioritize its goals within the LCAP.

In order to support prioritization of goals, the LCAP template provides LEAs with the option of developing three different kinds of goals:

- Focus Goal: A Focus Goal is relatively more concentrated in scope and may focus on a fewer number of metrics to measure improvement. A Focus Goal statement will be time bound and make clear how the goal is to be measured.

- Broad Goal: A Broad Goal is relatively less concentrated in its scope and may focus on improving performance across a wide range of metrics.

- Maintenance of Progress Goal: A Maintenance of Progress Goal includes actions that may be ongoing without significant changes and allows an LEA to track performance on any metrics not addressed in the other goals of the LCAP.

At a minimum, the LCAP must address all LCFF priorities and associated metrics.

Focus Goal(s)
Goal Description: The description provided for a Focus Goal must be specific, measurable, and time bound. An LEA develops a Focus Goal to address areas of need that may require or benefit from a more specific and data intensive approach. The Focus Goal can explicitly reference the metric(s) by which achievement of the goal will be measured and the time frame according to which the LEA expects to achieve the goal.

Explanation of why the LEA has developed this goal: Explain why the LEA has chosen to prioritize this goal. An explanation must be based on Dashboard data or other locally collected data. LEAs must describe how the LEA identified this goal for focused attention, including relevant consultation with educational partners. LEAs are encouraged to promote transparency and understanding around the decision to pursue a focus goal.

Broad Goal
Goal Description: Describe what the LEA plans to achieve through the actions included in the goal. The description of a broad goal will be clearly aligned with the expected measurable outcomes included for the goal. The goal description organizes the actions and expected outcomes in a cohesive and consistent manner. A goal description is specific enough to be measurable in either quantitative or qualitative terms. A broad goal is not as specific as a focus goal. While it is specific enough to be measurable, there are many different metrics for measuring progress toward the goal.

Explanation of why the LEA has developed this goal: Explain why the LEA developed this goal and how the actions and metrics grouped together will help achieve the goal.

Maintenance of Progress Goal
Goal Description: Describe how the LEA intends to maintain the progress made in the LCFF State Priorities not addressed by the other goals in the LCAP. Use this type of goal to address the state priorities and applicable metrics not addressed within the other goals in the LCAP. The state priorities and metrics to be addressed in this section are those for which the LEA, in consultation with educational partners, has determined to maintain actions and monitor progress while focusing implementation efforts on the actions covered by other goals in the LCAP.

Explanation of why the LEA has developed this goal: Explain how the actions will sustain the progress exemplified by the related metrics.

Required Goals
In general, LEAs have flexibility in determining what goals to include in the LCAP and what those goals will address; however, beginning with the development of the 2022–23 LCAP, LEAs that meet certain criteria are required to include a specific goal in their LCAP.

Consistently low-performing student group(s) criteria: An LEA is eligible for Differentiated Assistance for three or more consecutive years based on the performance of the same student group or groups in the Dashboard. A list of the LEAs required to include a goal in the LCAP based on student group performance, and the student group(s) that lead to identification, may be found on the CDE's Local Control Funding Formula web page at https://www.cde.ca.gov/fg/aa/lc/.

- **Consistently low-performing student group(s) goal requirement:** An LEA meeting the consistently low-performing student group(s) criteria must include a goal in its LCAP focused on improving the performance of the student group or groups that led to the LEA's eligibility for Differentiated

Assistance. This goal must include metrics, outcomes, actions, and expenditures specific to addressing the needs of, and improving outcomes for, this student group or groups. An LEA required to address multiple student groups is not required to have a goal to address each student group; however, each student group must be specifically addressed in the goal. This requirement may not be met by combining this required goal with another goal.

- **Goal Description:** Describe the outcomes the LEA plans to achieve to address the needs of, and improve outcomes for, the student group or groups that led to the LEA's eligibility for Differentiated Assistance.

- **Explanation of why the LEA has developed this goal**: Explain why the LEA is required to develop this goal, including identifying the student group(s) that lead to the LEA being required to develop this goal, how the actions and associated metrics included in this goal differ from previous efforts to improve outcomes for the student group(s), and why the LEA believes the actions, metrics, and expenditures included in this goal will help achieve the outcomes identified in the goal description.

Low-performing school(s) criteria: The following criteria only applies to a school district or COE with two or more schools; it does not apply to a single-school district. A school district or COE has one or more schools that, for two consecutive years, received the two lowest performance levels on all but one of the state indicators for which the school(s) receive performance levels in the Dashboard and the performance of the "All Students" student group for the LEA is at least one performance level higher in all of those indicators. A list of the LEAs required to include a goal in the LCAP based on school performance, and the school(s) that lead to identification, may be found on the CDE's Local Control Funding Formula web page at https://www.cde.ca.gov/fg/aa/lc/.

- **Low-performing school(s) goal requirement:** A school district or COE meeting the low-performing school(s) criteria must include a goal in its LCAP focusing on addressing the disparities in performance between the school(s) and the LEA as a whole. This goal must include metrics, outcomes, actions, and expenditures specific to addressing the needs of, and improving outcomes for, the students enrolled at the low-performing school or schools. An LEA required to address multiple schools is not required to have a goal to address each school; however, each school must be specifically addressed in the goal. This requirement may not be met by combining this goal with another goal.

- **Goal Description:** Describe what outcomes the LEA plans to achieve to address the disparities in performance between the students enrolled at the low-performing school(s) and the students enrolled at the LEA as a whole.

- **Explanation of why the LEA has developed this goal**: Explain why the LEA is required to develop this goal, including identifying the schools(s) that lead to the LEA being required to develop this goal; how the actions and associated metrics included in this goal differ from previous efforts to improve outcomes for the school(s); and why the LEA believes the actions, metrics, and expenditures included in this goal will help achieve the outcomes for students enrolled at the low-performing school or schools identified in the goal description.

Measuring and Reporting Results:
For each LCAP year, identify the metric(s) that the LEA will use to track progress toward the expected outcomes. LEAs are encouraged to identify metrics for specific student groups, as appropriate, including expected outcomes that would reflect narrowing of any existing performance gaps.

Include in the baseline column the most recent data associated with this metric available at the time of adoption of the LCAP for the first year of the three-year plan. LEAs may use data as reported on the 2019 Dashboard for the baseline of a metric only if that data represents the most recent available (e.g., high school graduation rate).

Using the most recent data available may involve reviewing data the LEA is preparing for submission to the California Longitudinal Pupil Achievement Data System (CALPADS) or data that the LEA has recently submitted to CALPADS. Because final 2020–21 outcomes on some metrics may not be computable at the time the 2021–24 LCAP is adopted (e.g., graduation rate, suspension rate), the most recent data available may include a point in time calculation taken each year on the same date for comparability purposes.

The baseline data shall remain unchanged throughout the three-year LCAP.

Complete the table as follows:

- **Metric**: Indicate how progress is being measured using a metric.
- **Baseline**: Enter the baseline when completing the LCAP for 2021–22. As described above, the baseline is the most recent data associated with a metric. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 1 Outcome**: When completing the LCAP for 2022–23, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 2 Outcome**: When completing the LCAP for 2023–24, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 3 Outcome**: When completing the LCAP for 2024–25, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above. The 2024–25 LCAP will be the first year in the next three-year cycle. Completing this column will be part of the Annual Update for that year.
- **Desired Outcome for 2023–24**: When completing the first year of the LCAP, enter the desired outcome for the relevant metric the LEA expects to achieve by the end of the 2023–24 LCAP year.

Timeline for completing the "**Measuring and Reporting Results**" part of the Goal.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for Year 3 (2023–24)
Enter information in this box when completing the LCAP for **2021–22**.	Enter information in this box when completing the LCAP for **2021–22**.	Enter information in this box when completing the LCAP for **2022–23**. Leave blank until then.	Enter information in this box when completing the LCAP for **2023–24**. Leave blank until then.	Enter information in this box when completing the LCAP for **2024–25**. Leave blank until then.	Enter information in this box when completing the LCAP for **2021–22** or when adding a new metric.

The metrics may be quantitative or qualitative; but at minimum, an LEA's LCAP must include goals that are measured using all of the applicable metrics for the related state priorities, in each LCAP year as applicable to the type of LEA. To the extent a state priority does not specify one or more metrics (e.g., implementation of state academic content and performance standards), the LEA must identify a metric to use within the LCAP. For these state priorities, LEAs are encouraged to use metrics based on or reported through the relevant self-reflection tool for local indicators within the Dashboard.

Actions: Enter the action number. Provide a short title for the action. This title will also appear in the action tables. Provide a description of the action. Enter the total amount of expenditures associated with this action. Budgeted expenditures from specific fund sources will be provided in the summary tables. Indicate whether the action contributes to meeting the increase or improved services requirement as described in the Increased or Improved Services section using a "Y" for Yes or an "N" for No. (**Note:** for each such action offered on an LEA-wide or schoolwide basis, the LEA will need to provide additional information in the Increased or Improved Summary Section to address the requirements in *California Code of Regulations*, Title 5 [5 *CCR*] Section 15496(b) in the Increased or Improved Services Section of the LCAP).

> ***Actions for English Learners:*** School districts, COEs, and charter schools that have a numerically significant English learner student subgroup must include specific actions in the LCAP related to, at a minimum, the language acquisition programs, as defined in *EC* Section 306, provided to students and professional development activities specific to English learners.
>
> ***Actions for Foster Youth***: School districts, COEs, and charter schools that have a numerically significant Foster Youth student subgroup are encouraged to include specific actions in the LCAP designed to meet needs specific to Foster Youth students.

Goal Analysis:

Enter the LCAP Year.

Using actual annual measurable outcome data, including data from the Dashboard, analyze whether the planned actions were effective in achieving the goal. Respond to the prompts as instructed.

- Describe the overall implementation of the actions to achieve the articulated goal. Include a discussion of relevant challenges and successes experienced with the implementation process. This must include any instance where the LEA did not implement a planned action or implemented a planned action in a manner that differs substantively from how it was described in the adopted LCAP.

- Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures and between the Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services, as applicable. Minor variances in expenditures or percentages do not need to be addressed, and a dollar-for-dollar accounting is not required.

- Describe the effectiveness of the specific actions to achieve the articulated goal as measured by the LEA. In some cases, not all actions in a goal will be intended to improve performance on all of the metrics associated with the goal. When responding to this prompt, LEAs may assess the effectiveness of a single action or group of actions within the goal in the context of performance on a single metric or group of specific metrics within the goal that are applicable to the action(s). Grouping actions with metrics will allow for more robust analysis of whether the strategy the LEA is using to impact a specified set of metrics is working and increase transparency for educational partners. LEAs are encouraged to use such an approach when goals include multiple actions and metrics that are not closely associated.

- Describe any changes made to this goal, expected outcomes, metrics, or actions to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard or other local data, as applicable.

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students

Purpose

A well-written Increased or Improved Services section provides educational partners with a comprehensive description, within a single dedicated section, of how an LEA plans to increase or improve services for its unduplicated students in grades TK–12 as compared to all students in grades TK–12, as applicable, and how LEA-wide or schoolwide actions identified for this purpose meet regulatory requirements. Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broader understanding of educational partners to facilitate their ability to provide input. An LEA's description in this section must align with the actions included in the Goals and Actions section as contributing.

Requirements and Instructions

Projected LCFF Supplemental and/or Concentration Grants: Specify the amount of LCFF supplemental and concentration grant funds the LEA estimates it will receive in the coming year based on the number and concentration of low income, foster youth, and English learner students.

Projected Additional LCFF Concentration Grant (15 percent): Specify the amount of additional LCFF concentration grant add-on funding, as described in *EC* Section 42238.02, that the LEA estimates it will receive in the coming year.

***Projected Percentage to Increase or Improve Services for the Coming School Year*:** Specify the estimated percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year as calculated pursuant to 5 *CCR* Section 15496(a)(7).

LCFF Carryover — Percentage: Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).

LCFF Carryover — Dollar: Specify the LCFF Carryover — Dollar amount identified in the LCFF Carryover Table. If a carryover amount is not identified in the LCFF Carryover Table, specify an amount of zero ($0).

Total Percentage to Increase or Improve Services for the Coming School Year: Add the Projected Percentage to Increase or Improve Services for the Coming School Year and the Proportional LCFF Required Carryover Percentage and specify the percentage. This is the LEAs percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year, as calculated pursuant to 5 *CCR* Section 15496(a)(7).

Required Descriptions:

For each action being provided to an entire school, or across the entire school district or COE, an explanation of (1) how the needs of foster youth, English learners, and low-income students were considered first, and (2) how these actions are effective in meeting the goals for these students.

For each action included in the Goals and Actions section as contributing to the increased or improved services requirement for unduplicated pupils and provided on an LEA-wide or schoolwide basis, the LEA must include an explanation consistent with 5 *CCR* Section 15496(b). For any such actions continued into the 2021–24 LCAP from the 2017–2020 LCAP, the LEA must determine whether or not the action was effective as expected, and this determination must reflect evidence of outcome data or actual implementation to date.

Principally Directed and Effective: An LEA demonstrates how an action is principally directed towards and effective in meeting the LEA's goals for unduplicated students when the LEA explains how:

- It considers the needs, conditions, or circumstances of its unduplicated pupils;
- The action, or aspect(s) of the action (including, for example, its design, content, methods, or location), is based on these considerations; and
- The action is intended to help achieve an expected measurable outcome of the associated goal.

As such, the response provided in this section may rely on a needs assessment of unduplicated students.

Conclusory statements that a service will help achieve an expected outcome for the goal, without an explicit connection or further explanation as to how, are not sufficient. Further, simply stating that an LEA has a high enrollment percentage of a specific student group or groups does not meet the increase or improve services standard because enrolling students is not the same as serving students.

For example, if an LEA determines that low-income students have a significantly lower attendance rate than the attendance rate for all students, it might justify LEA-wide or schoolwide actions to address this area of need in the following way:

> After assessing the needs, conditions, and circumstances of our low-income students, we learned that the attendance rate of our low-income students is 7 percent lower than the attendance rate for all students. (Needs, Conditions, Circumstances [Principally Directed])
>
> In order to address this condition of our low-income students, we will develop and implement a new attendance program that is designed to address some of the major causes of absenteeism, including lack of reliable transportation and food, as well as a school climate that does not emphasize the importance of attendance. Goal N, Actions X, Y, and Z provide additional transportation and nutritional resources as well as a districtwide educational campaign on the benefits of high attendance rates. (Contributing Action[s])
>
> These actions are being provided on an LEA-wide basis and we expect/hope that all students with less than a 100 percent attendance rate will benefit. However, because of the significantly lower attendance rate of low-income students, and because the actions meet needs most associated with the chronic stresses and experiences of a socio-economically disadvantaged status, we expect that the attendance rate for our low-income students will increase significantly more than the average attendance rate of all other students. (Measurable Outcomes [Effective In])

COEs and Charter Schools: Describe how actions included as contributing to meeting the increased or improved services requirement on an LEA-wide basis are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities as described above. In the case of COEs and charter schools, schoolwide and LEA-wide are considered to be synonymous.

For School Districts Only:

Actions Provided on an LEA-Wide Basis:

Unduplicated Percentage > 55 percent: For school districts with an unduplicated pupil percentage of 55 percent or more, describe how these actions are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities as described above.

Unduplicated Percentage < 55 percent: For school districts with an unduplicated pupil percentage of less than 55 percent, describe how these actions are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities. Also describe how the actions **are the most effective use of the funds** to meet these goals for its unduplicated pupils. Provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

Actions Provided on a Schoolwide Basis:

School Districts must identify in the description those actions being funded and provided on a schoolwide basis, and include the required description supporting the use of the funds on a schoolwide basis.

For schools with 40 percent or more enrollment of unduplicated pupils: Describe how these actions are principally directed to and effective in meeting its goals for its unduplicated pupils in the state and any local priorities.

For school districts expending funds on a schoolwide basis at a school with less than 40 percent enrollment of unduplicated pupils: Describe how these actions are principally directed to and how the actions are the most effective use of the funds to meet its goals for foster youth, English learners, and low-income students in the state and any local priorities.

A description of how services for foster youth, English learners, and low-income students are being increased or improved by the percentage required.

Consistent with the requirements of 5 *CCR* Section 15496, describe how services provided for unduplicated pupils are increased or improved by at least the percentage calculated as compared to the services provided for all students in the LCAP year. To improve services means to grow services in quality and to increase services means to grow services in quantity. Services are increased or improved by those actions in the LCAP that are included in the Goals and Actions section as contributing to the increased or improved services requirement, whether they are provided on an LEA-wide or schoolwide basis or provided on a limited basis to unduplicated students. A limited action is an action that only serves foster youth, English learners, and/or low-income students. This description must address how these action(s) are expected to result in the required proportional increase or improvement in services for unduplicated pupils as compared to the services the LEA provides to all students for the relevant LCAP year.

For any action contributing to meeting the increased or improved services requirement that is associated with a Planned Percentage of Improved Services in the Contributing Summary Table rather than an expenditure of LCFF funds, describe the methodology that was used to determine the contribution of the action towards the proportional percentage. See the instructions for determining the Planned Percentage of Improved Services for information on calculating the Percentage of Improved Services.

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

An LEA that receives the additional concentration grant add-on described in *EC* Section 42238.02 is required to demonstrate how it is using these funds to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent as compared to the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is equal to or less than 55 percent. The staff who provide direct services to students must be certificated staff and/or classified staff employed by the LEA; classified staff includes custodial staff.

Provide the following descriptions, as applicable to the LEA:

An LEA that does not receive a concentration grant or the concentration grant add-on must indicate that a response to this prompt is not applicable.

Identify the goal and action numbers of the actions in the LCAP that the LEA is implementing to meet the requirement to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent.

An LEA that does not have comparison schools from which to describe how it is using the concentration grant add-on funds, such as an LEA that only has schools with an enrollment of unduplicated students that is greater than 55 percent, must describe how it is using the funds to increase the number of credentialed staff, classified staff, or both, including custodial staff, who provide direct services to students at selected schools and the criteria used to determine which schools require additional staffing support.

In the event that an additional concentration grant add-on is not sufficient to increase staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent, the LEA must describe how it is using the funds to retain staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent.

Complete the table as follows:

- Provide the staff-to-student ratio of classified staff providing direct services to students with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of classified staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA. The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA. The staff-to-student ratio must be based on the number of full time equivalent (FTE) staff and the number of enrolled students as counted on the first Wednesday in October of each year.

- Provide the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA. The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA. The staff-to-student ratio must be based on the number of FTE staff and the number of enrolled students as counted on the first Wednesday in October of each year.

Action Tables

Complete the Data Entry Table for each action in the LCAP. The information entered into this table will automatically populate the other Action Tables. Information is only entered into the Data Entry Table, the Annual Update Table, the Contributing Actions Annual Update Table, and the LCFF Carryover Table. With the exception of the Data Entry Table, the word “input” has been added to column headers to aid in identifying the column(s) where information will be entered. Information is not entered on the remaining Action tables.

The following tables are required to be included as part of the LCAP adopted by the local governing board or governing body:

- Table 1: Total Planned Expenditures Table (for the coming LCAP Year)

- Table 2: Contributing Actions Table (for the coming LCAP Year)
- Table 3: Annual Update Table (for the current LCAP Year)
- Table 4: Contributing Actions Annual Update Table (for the current LCAP Year)
- Table 5: LCFF Carryover Table (for the current LCAP Year)

Note: The coming LCAP Year is the year that is being planned for, while the current LCAP year is the current year of implementation. For example, when developing the 2022–23 LCAP, 2022–23 will be the coming LCAP Year and 2021–22 will be the current LCAP Year.

Data Entry Table

The Data Entry Table may be included in the LCAP as adopted by the local governing board or governing body, but is not required to be included. In the Data Entry Table, input the following information for each action in the LCAP for that applicable LCAP year:

- **LCAP Year**: Identify the applicable LCAP Year.
- **1. Projected LCFF Base Grant**: Provide the total amount of LCFF funding the LEA estimates it will receive for the coming school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Grant Program and the Home to School Transportation Program, pursuant to 5 *CCR* Section 15496(a)(8).

  See *EC* sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF apportionment calculations.

- **2. Projected LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants the LEA estimates it will receive on the basis of the number and concentration of unduplicated students for the coming school year.
- **3. Projected Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected LCFF Base Grant and the Projected LCFF Supplemental and/or Concentration Grants, pursuant to 5 *CCR* Section 15496(a)(8). This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the coming LCAP year.
- **LCFF Carryover — Percentage:** Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table from the prior LCAP year. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).
- **Total Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected Percentage to Increase or Improve Services for the Coming School Year and the LCFF Carryover —

Percentage. This is the percentage by which the LEA must increase or improve services for unduplicated pupils as compared to the services provided to all students in the coming LCAP year.

- **Goal #**: Enter the LCAP Goal number for the action.
- **Action #**: Enter the action's number as indicated in the LCAP Goal.
- **Action Title**: Provide a title of the action.
- **Student Group(s)**: Indicate the student group or groups who will be the primary beneficiary of the action by entering "All," or by entering a specific student group or groups.
- **Contributing to Increased or Improved Services?:** Type "Yes" if the action **is** included as contributing to meeting the increased or improved services; OR, type "No" if the action is **not** included as contributing to meeting the increased or improved services.
- If "Yes" is entered into the Contributing column, then complete the following columns:
    - **Scope**: The scope of an action may be LEA-wide (i.e., districtwide, countywide, or charterwide), schoolwide, or limited. An action that is LEA-wide in scope upgrades the entire educational program of the LEA. An action that is schoolwide in scope upgrades the entire educational program of a single school. An action that is limited in its scope is an action that serves only one or more unduplicated student groups.
    - **Unduplicated Student Group(s)**: Regardless of scope, contributing actions serve one or more unduplicated student groups. Indicate one or more unduplicated student groups for whom services are being increased or improved as compared to what all students receive.
    - **Location**: Identify the location where the action will be provided. If the action is provided to all schools within the LEA, the LEA must indicate "All Schools." If the action is provided to specific schools within the LEA or specific grade spans only, the LEA must enter "Specific Schools" or "Specific Grade Spans." Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades transitional kindergarten through grade five), as appropriate.
- **Time Span**: Enter "ongoing" if the action will be implemented for an indeterminate period of time. Otherwise, indicate the span of time for which the action will be implemented. For example, an LEA might enter "1 Year," or "2 Years," or "6 Months."
- **Total Personnel**: Enter the total amount of personnel expenditures utilized to implement this action.
- **Total Non-Personnel**: This amount will be automatically calculated based on information provided in the Total Personnel column and the Total Funds column.

- **LCFF Funds**: Enter the total amount of LCFF funds utilized to implement this action, if any. LCFF funds include all funds that make up an LEA's total LCFF target (i.e., base grant, grade span adjustment, supplemental grant, concentration grant, Targeted Instructional Improvement Block Grant, and Home-To-School Transportation).
    - **Note:** For an action to contribute towards meeting the increased or improved services requirement it must include some measure of LCFF funding. The action may also include funding from other sources, however the extent to which an action contributes to meeting the increased or improved services requirement is based on the LCFF funding being used to implement the action.
- **Other State Funds**: Enter the total amount of Other State Funds utilized to implement this action, if any.
- **Local Funds**: Enter the total amount of Local Funds utilized to implement this action, if any.
- **Federal Funds**: Enter the total amount of Federal Funds utilized to implement this action, if any.
- **Total Funds**: This amount is automatically calculated based on amounts entered in the previous four columns.
- **Planned Percentage of Improved Services**: For any action identified as contributing, being provided on a Limited basis to unduplicated students, and that does not have funding associated with the action, enter the planned quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%). A limited action is an action that only serves foster youth, English learners, and/or low-income students.
    - As noted in the instructions for the Increased or Improved Services section, when identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.

      For example, an LEA determines that there is a need to analyze data to ensure that instructional aides and expanded learning providers know what targeted supports to provide to students who are foster youth. The LEA could implement this action by hiring additional staff to collect and analyze data and to coordinate supports for students, which the LEA estimates would cost $165,000. Instead, the LEA chooses to utilize a portion of existing staff time to analyze data relating to students who are foster youth. This analysis will then be shared with site principals who will use the data to coordinate services provided by instructional assistants and expanded learning providers to target support to students. In this example, the LEA would divide the estimated cost of $165,000 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Planned Percentage of Improved Service for the action.

Contributing Actions Table

As noted above, information will not be entered in the Contributing Actions Table; however, the 'Contributing to Increased or Improved Services?' column will need to be checked to ensure that only actions with a "Yes" are displaying. If actions with a "No" are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the "Yes" responses.

Annual Update Table

In the Annual Update Table, provide the following information for each action in the LCAP for the relevant LCAP year:

- **Estimated Actual Expenditures**: Enter the total estimated actual expenditures to implement this action, if any.

Contributing Actions Annual Update Table

In the Contributing Actions Annual Update Table, check the 'Contributing to Increased or Improved Services?' column to ensure that only actions with a "Yes" are displaying. If actions with a "No" are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the "Yes" responses. Provide the following information for each contributing action in the LCAP for the relevant LCAP year:

- **6. Estimated Actual LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants the LEA estimates it will actually receive based on of the number and concentration of unduplicated students in the current school year.

- **Estimated Actual Expenditures for Contributing Actions**: Enter the total estimated actual expenditure of LCFF funds used to implement this action, if any.

- **Estimated Actual Percentage of Improved Services:** For any action identified as contributing, being provided on a Limited basis only to unduplicated students, and that does not have funding associated with the action, enter the total estimated actual quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%).

    - Building on the example provided above for calculating the Planned Percentage of Improved Services, the LEA in the example implements the action. As part of the annual update process, the LEA reviews implementation and student outcome data and determines that the action was implemented with fidelity and that outcomes for foster youth students improved. The LEA reviews the original estimated cost for the action and determines that had it hired additional staff to collect and analyze data and to coordinate supports for students that estimated actual cost would have been $169,500 due to a cost of living adjustment. The LEA would divide the estimated actual cost of $169,500 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Estimated Actual Percentage of Improved Services for the action.

LCFF Carryover Table

- **9. Estimated Actual LCFF Base Grant**: Provide the total amount of LCFF funding the LEA estimates it will receive for the current school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Grant Program and the Home to School Transportation Program, pursuant to 5 *CCR* Section 15496(a)(8).

- **10. Total Percentage to Increase or Improve Services for the Current School Year:** This percentage will not be entered. The percentage is calculated based on the amounts of the Estimated Actual LCFF Base Grant (9) and the Estimated Actual LCFF Supplemental and/or Concentration Grants (6), pursuant to 5 *CCR* Section 15496(a)(8), plus the LCFF Carryover – Percentage from the prior year. This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the current LCAP year.

Calculations in the Action Tables

To reduce the duplication of effort of LEAs, the Action Tables include functionality such as pre-population of fields and cells based on the information provided in the Data Entry Table, the Annual Update Summary Table, and the Contributing Actions Table. For transparency, the functionality and calculations used are provided below.

Contributing Actions Table

- 4. Total Planned Contributing Expenditures (LCFF Funds)
    - This amount is the total of the Planned Expenditures for Contributing Actions (LCFF Funds) column
- 5. Total Planned Percentage of Improved Services
    - This percentage is the total of the Planned Percentage of Improved Services column
- Planned Percentage to Increase or Improve Services for the coming school year (4 divided by 1, plus 5)
    - This percentage is calculated by dividing the Total Planned Contributing Expenditures (4) by the Projected LCFF Base Grant (1), converting the quotient to a percentage, and adding it to the Total Planned Percentage of Improved Services (5).

Contributing Actions Annual Update Table

Pursuant to *EC* Section 42238.07(c)(2), if the Total Planned Contributing Expenditures (4) is less than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the LEA is required to calculate the difference between the Total Planned Percentage of Improved Services (5) and the Total Estimated Actual Percentage of Improved Services (7). If the Total Planned Contributing Expenditures (4) is equal to or greater than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the Difference Between Planned and Estimated Actual Percentage of Improved Services will display “Not Required.”

- 6. Estimated Actual LCFF Supplemental and Concentration Grants
    - This is the total amount of LCFF supplemental and concentration grants the LEA estimates it will actually receive based on of the number and concentration of unduplicated students in the current school year.
- 4. Total Planned Contributing Expenditures (LCFF Funds)
    - This amount is the total of the Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)

- 7. Total Estimated Actual Expenditures for Contributing Actions
    - This amount is the total of the Estimated Actual Expenditures for Contributing Actions (LCFF Funds)
- Difference Between Planned and Estimated Actual Expenditures for Contributing Actions (Subtract 7 from 4)
    - This amount is the Total Estimated Actual Expenditures for Contributing Actions (7) subtracted from the Total Planned Contributing Expenditures (4)
- 5. Total Planned Percentage of Improved Services (%)
    - This amount is the total of the Planned Percentage of Improved Services column
- 8. Total Estimated Actual Percentage of Improved Services (%)
    - This amount is the total of the Estimated Actual Percentage of Improved Services column
- Difference Between Planned and Estimated Actual Percentage of Improved Services (Subtract 5 from 8)
    - This amount is the Total Planned Percentage of Improved Services (5) subtracted from the Total Estimated Actual Percentage of Improved Services (8)

LCFF Carryover Table

- 10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 + Carryover %)
    - This percentage is the Estimated Actual LCFF Supplemental and/or Concentration Grants (6) divided by the Estimated Actual LCFF Base Grant (9) plus the LCFF Carryover – Percentage from the prior year.
- 11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)
    - This percentage is the Total Estimated Actual Expenditures for Contributing Actions (7) divided by the LCFF Funding (9), then converting the quotient to a percentage and adding the Total Estimated Actual Percentage of Improved Services (8).
- 12. LCFF Carryover — Dollar Amount LCFF Carryover (Subtract 11 from 10 and multiply by 9)
    - If the Estimated Actual Percentage of Increased or Improved Services (11) is less than the Estimated Actual Percentage to Increase or Improve Services (10), the LEA is required to carry over LCFF funds.

      The amount of LCFF funds is calculated by subtracting the Estimated Actual Percentage to Increase or Improve Services (11) from the Estimated Actual Percentage of Increased or Improved Services (10) and then multiplying by the Estimated Actual LCFF Base Grant (9). This amount is the amount of LCFF funds that is required to be carried over to the coming year.

- 13. LCFF Carryover — Percentage (12 divided by 9)
    - This percentage is the unmet portion of the Percentage to Increase or Improve Services that the LEA must carry over into the coming LCAP year. The percentage is calculated by dividing the LCFF Carryover (12) by the LCFF Funding (9).

California Department of Education
January 2022

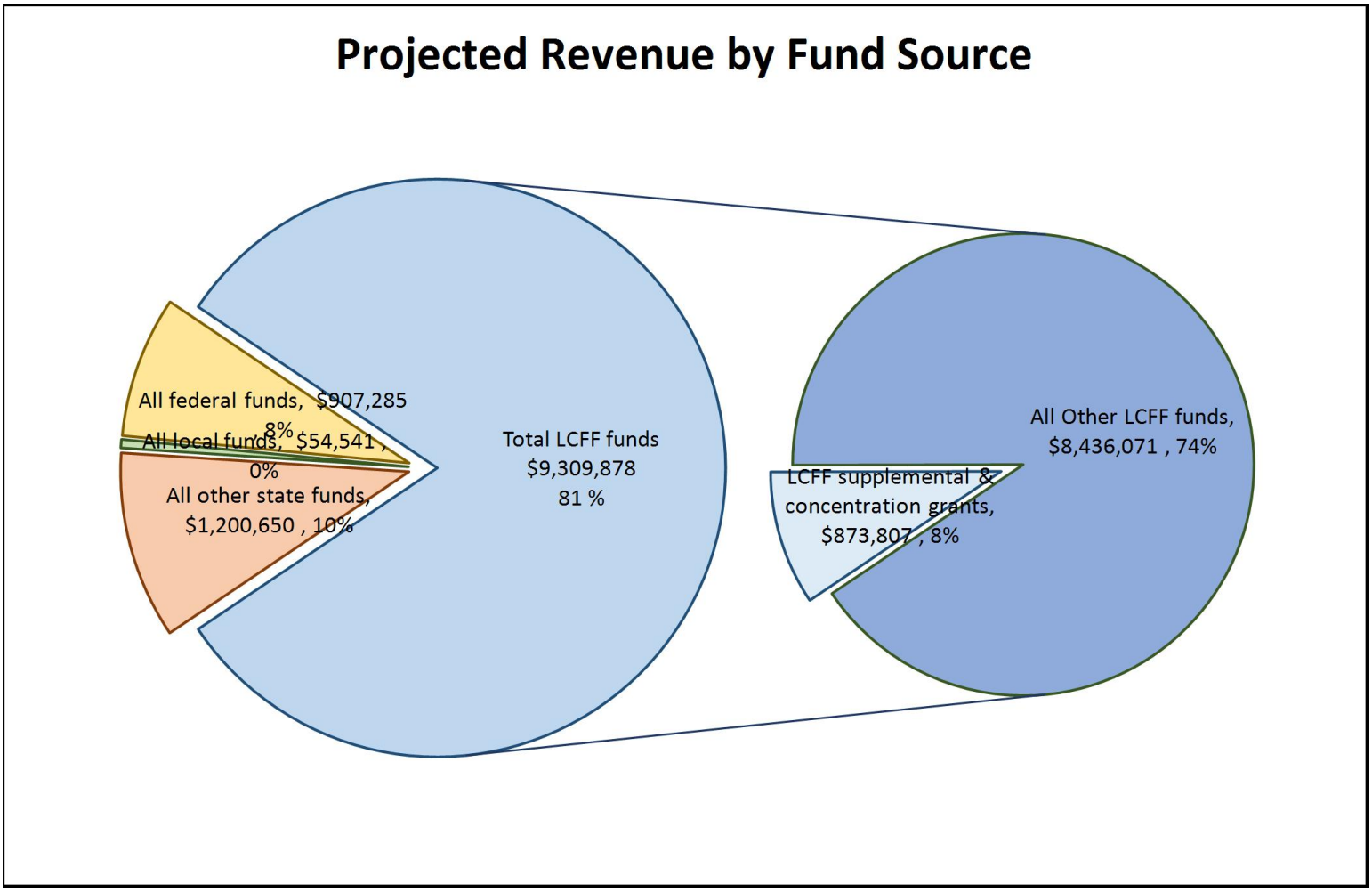
LCFF Budget Overview for Parents

Local Educational Agency (LEA) Name: Compass Charter Schools of San Diego
CDS Code: 37 68213 0127084
School Year: 2023-24
LEA contact information:
Elizabeth Brenner
Superintendent & CEO

(805)358-4761

School districts receive funding from different sources: state funds under the Local Control Funding Formula (LCFF), other state funds, local funds, and federal funds. LCFF funds include a base level of funding for all LEAs and extra funding - called "supplemental and concentration" grants - to LEAs based on the enrollment of high needs students (foster youth, English learners, and low-income students).

Budget Overview for the 2023-24 School Year



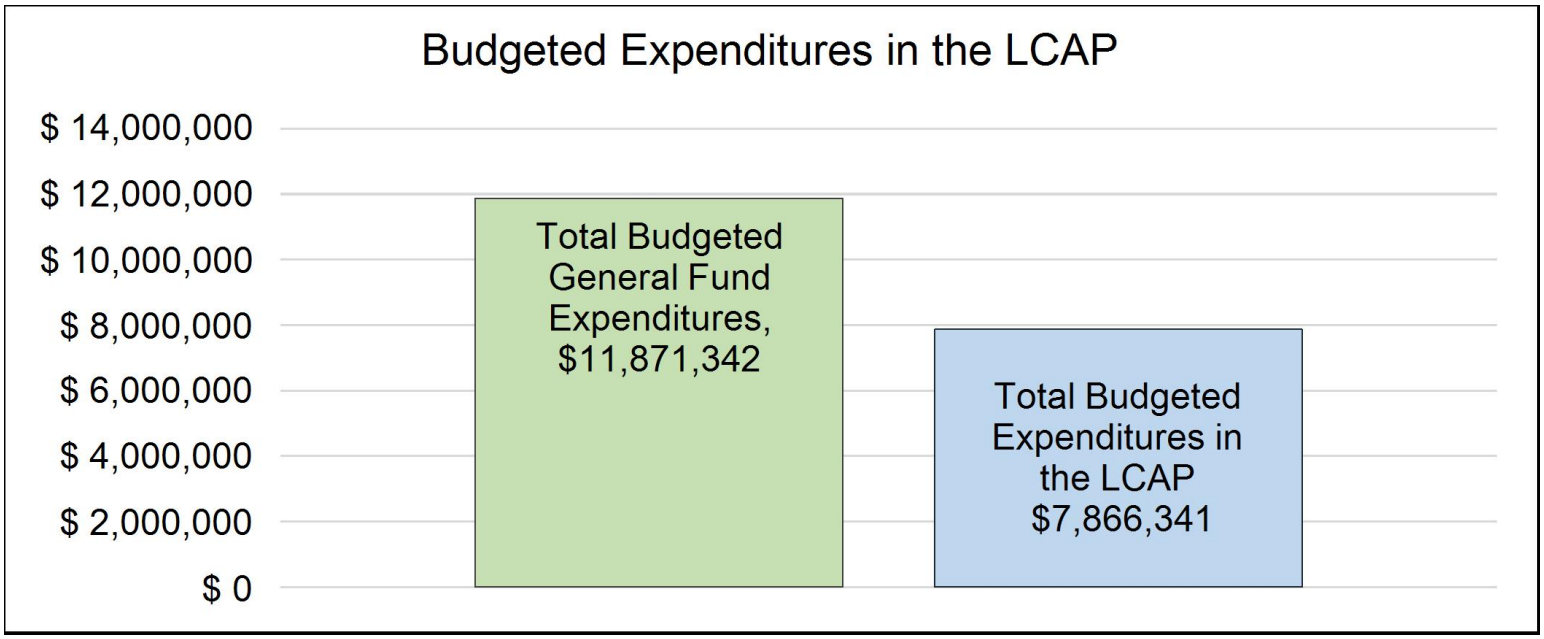
This chart shows the total general purpose revenue Compass Charter Schools of San Diego expects to receive in the coming year from all sources.

The text description for the above chart is as follows: The total revenue projected for Compass Charter Schools of San Diego is $11,472,353.63, of which $9,309,878.00 is Local Control Funding Formula (LCFF),

$1,200,649.55 is other state funds, $54,541.41 is local funds, and $907,284.67 is federal funds. Of the $9,309,878.00 in LCFF Funds, $873,807.00 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 2023-24. It shows how much of the total is tied to planned actions and services in the LCAP.

The text description of the above chart is as follows: Compass Charter Schools of San Diego plans to spend $11,871,341.84 for the 2023-24 school year. Of that amount, $7,866,341.00 is tied to actions/services in the LCAP and $4,005,000.84 is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

Expenditures not included in the LCAP include accounting, administrative, audit, legal and other general operational costs.

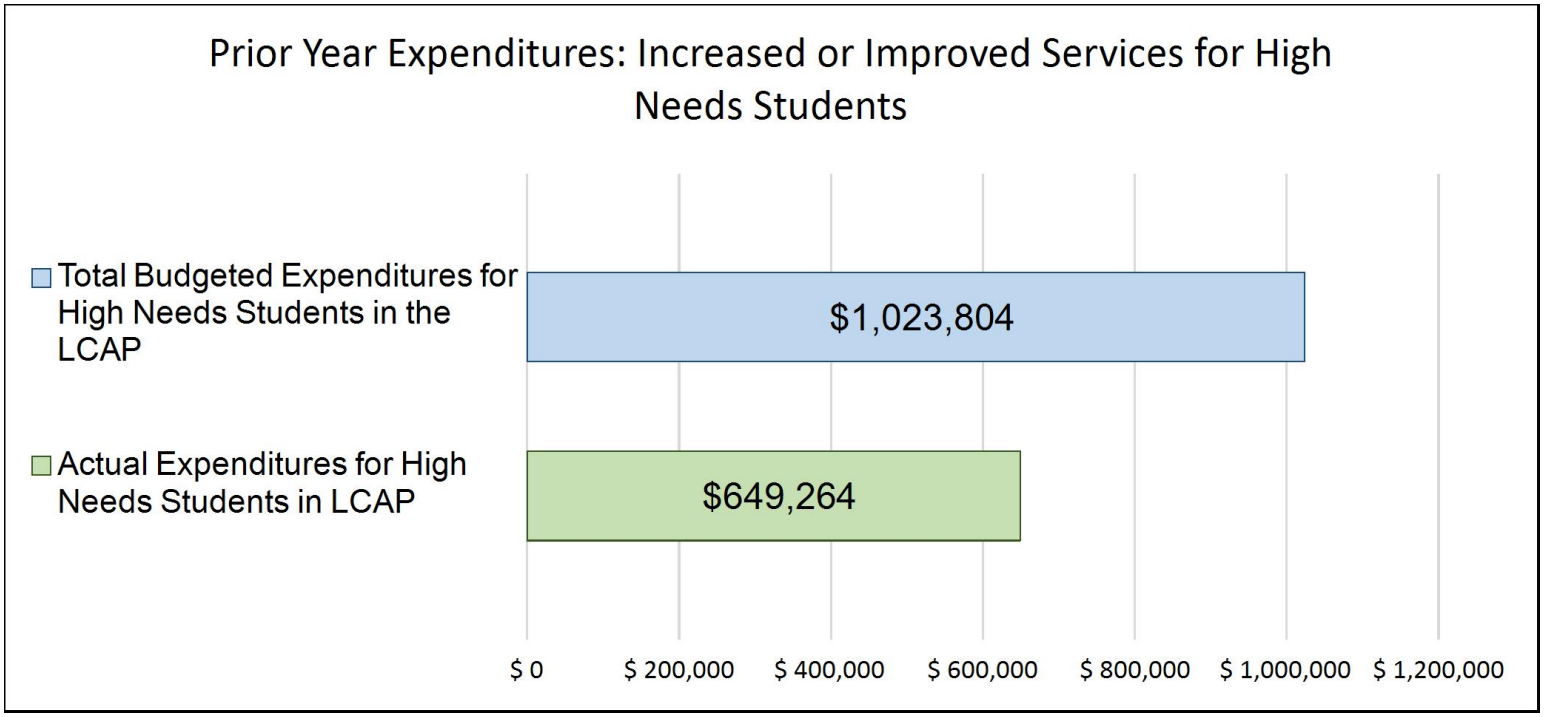
Increased or Improved Services for High Needs Students in the LCAP for the 2023-24 School Year

In 2023-24, Compass Charter Schools of San Diego is projecting it will receive $873,807.00 based on the enrollment of foster youth, English learner, and low-income students. Compass Charter Schools of San Diego must describe how it intends to increase or improve services for high needs students in the LCAP. Compass Charter Schools of San Diego plans to spend $390,829.00 towards meeting this requirement, as described in the LCAP.

Compass strives to serve our high-needs scholars through a variety of supports. Each high-needs scholar has a personalized learning plan tailored to his/her needs. We provide live synchronous classes and office hours to ensure these scholars have the support they need. We have increased our direct support sessions for English Learners and adopted a research-based supplemental curriculum for our structured English Language Development classes. We have a full time McKinney

LCFF Budget Overview for Parents

Update on Increased or Improved Services for High Needs Students in 2022-23



This chart compares what Compass Charter Schools of San Diego budgeted last year in the LCAP for actions and services that contribute to increasing or improving services for high needs students with what Compass Charter Schools of San Diego estimates it has spent on actions and services that contribute to increasing or improving services for high needs students in the current year.

The text description of the above chart is as follows: In 2022-23, Compass Charter Schools of San Diego's LCAP budgeted $1,023,804.00 for planned actions to increase or improve services for high needs students. Compass Charter Schools of San Diego actually spent $649,264.00 for actions to increase or improve services for high needs students in 2022-23.

The difference between the budgeted and actual expenditures of $374,540.00 had the following impact on Compass Charter Schools of San Diego’s ability to increase or improve services for high needs students:

This is year to date spend as of May 9, 2022 and a portion of this includes summer school expenses which have not yet been incurred.

Local Control and Accountability Plan

The instructions for completing the Local Control and Accountability Plan (LCAP) follow the template.

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Compass Charter Schools of San Diego	Elizabeth Brenner Superintendent & CEO	ebrenner@compasscharters.org (805)358-4761

Plan Summary [2023-24]

General Information

A description of the LEA, its schools, and its students in grades transitional kindergarten–12, as applicable to the LEA.

Compass Charter Schools of San Diego (Compass) is a free, nonclassroom-based, public charter school which is directly funded by the State of California and the federal government. Compass provides 21st century online and home study learning programs authorized by Mountain Empire USD for scholars (students) in grades TK-12 who reside in San Diego county and its adjacent counties and wish to pursue high-quality, and rigorous instructional programs via virtual learning. Scholars attend school primarily from home, supervised by a learning coach (LC), following a Personalized Learning Plan (PLP) that integrates technology and standards-aligned curriculum under the supervision of professional, fully qualified, certificated Supervising Teachers (ST).

The academic program provides choices for families who enroll. The Online Learning Program is a virtual program where scholars use Accelerate Education as their curriculum. A credentialed supervising teacher supports the scholar and provides live, online learning labs once a week. The weekly live labs are 1-hour long per content area. These labs are held once a day and are recorded for scholars to access if they cannot attend the live session. In our Options Learning Program, the learning coach (parent or guardian) is the primary instructor for their scholars and commits to providing a well-rounded education for their child. A credentialed supervising teacher guides the learning coach with curricular options, order requests, and academic progress. In both programs, each scholar is assigned an appropriately credentialed, Supervising Teacher who helps provide support to the scholar and learning coach on their educational journey. The supervising teacher is there to provide support as needed to scholars and as the family's go-to person for all the scholars' educational needs. The enrollment on Census day, 2022 was 997 scholars across grades TK through 12. Similar to the authorizing district, as of Census Day 2022 Compass serves 44.2% Socioeconomically Disadvantaged, 16% homeless, 0% foster youth, 14.2% English Learners,7.7% Students with Disabilities.

The mission of Compass is to inspire and develop innovative, creative, self-directed learners, one scholar at a time. Our vision is to create a collaborative virtual learning community, which inspires scholars to appreciate the ways in which arts and sciences nurture a curiosity for life-

long learning, and prepare scholars to take responsibility for their future success. We support our scholars, learning coaches, teachers, staff and community through our core values of Achievement, Respect, Teamwork, Integrity, and Communication (ARTIC).

According to the California Department of Education, Independent Study is a different way of learning. In independent study, a scholar is guided by a ST but usually does not take classes with other scholars every day. The scholar works independently. Scholars who participate in independent study take the same courses as scholars in traditional public schools. Some reasons why scholars choose Independent study programs are because:

? benefits scholars who have health issues
? scholars who are parenting,
? scholars qualified as gifted and/or talented,
? scholars may require more time in certain subjects,
? scholar activities such as acting, dancing, and athletics require time during the normal school day,
? scholars who are working,
? scholars in need of an educational program with flexibility,
? scholars who find regular classroom settings do not meet their needs, or
? scholars seeking to learn in a secure and safe environment.

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

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

Reflections: Successes

A description of successes and/or progress based on a review of the California School Dashboard (Dashboard) and local data.

Compass uses the Renaissance STAR Assessment as a local measure for scholar academic achievement in Math and Reading for its scholars in grades 1-12. Scholars in TK-2 first take the Early Literacy Assessment to determine if their levels indicate they are ready to take

the STAR assessment. During the 2021-2022 school year, participation rates in these assessments were below 75%. The school implemented policies that encourage participation in these assessments and participation rates increased significantly in the Fall and Winter test administrations. The participation rates in all local assessments exceeds 95% for the 2022-2023 school year.
Compass scholars increased in their academic achievement on the CAASPP assessments in several areas when comparing the 2019 results to the 2022 results. In ELA, the percentage of scholars whose achievement was at or above standard in grades 3-8 increased from 28% to 45% and grades 11 scholars increased from 42% to 43%. Socioeconomically disadvantaged scholars in grades 3-8 increased their achievement level from 25% to 31%. Our English learners also increased their achievement levels from 6% to 12.5%.
In Math, scholar achievement in grades 3-8 increased from 11% at or above standard to 31%, and scholars in grade 11 increased from 15% to 22%. Socioeconomically disadvantaged scholars in grades 3-8 increased their achievement level from 9% to 19% and grade 11 scholars increased from 0% to 23%. Our English learners also increased their achievement levels from 3% to 8%. These achievement levels are indicators of the effectiveness of the implementation and expansion of targeted supports that mitigated learning loss during the pandemic.
The percentage of English Learner scholars making progress towards proficiency increased from 33% in 2019 to 43% in 2022. The percentage of scholars who decreased one ELPI level in 2022 decreased from 28% in 2019 to 16%.
The cohort graduation rate increased from 46.7% in 2019 to 63.8% in 2022 and the school is on track to exceed the 70% graduation rate goal for the 2022-2023 school year. Socioeconomically disadvantaged scholars graduated at a higher rate than the school wide percentage at 71%.
Compass maintained a low rate of chronic absenteeism at 3.1% and a 0% suspension rate.

Reflections: Identified Need

A description of any areas that need significant improvement based on a review of Dashboard and local data, including any areas of low performance and significant performance gaps among student groups on Dashboard indicators, and any steps taken to address those areas.

While scholars identified as socioeconomically disadvantaged in grades 3-8 increased in their achievement levels on the CAASPP assessments in ELA and Math, they are still achieving at lower rates when compared with all scholars. Our English language learners also saw an increase in achievement, but are below the school wide rate.

The achievement levels identified are not a true representation of the achievement of the scholars who completed the CAASPP because they have been impacted by the LOSS penalty for participation below 95%. The participation rate of 86% is largely a result of parents who choose to opt out of the state testing. An analysis of the local assessment scores of scholars whose families choose to opt out shows that if they had participated, their scores would most likely have been higher than the scores assigned to them through the LOSS penalty. The school will continue its efforts to increase the participation rate, but as long as the state allows parents to opt out, we will most likely not reach the 95% rate required.

Although progress has been made in the overall graduation rate, English learners and Hispanic scholars are graduating at rates below the school wide rate.

LCAP Highlights

A brief overview of the LCAP, including any key features that should be emphasized.

As the Local Control and Accountability Plan (LCAP) is a three-year plan that is designed and meant to provide full transparency at the local level and encourage valuable input from all stakeholders in the community, Compass Charter Schools of San Diego (Compass) engaged all stakeholders (see “Stakeholder Engagement” for more information) to review and revise the three-year plan aligned to the California Eight State Priorities.

Based on the feedback from our stakeholders, Compass will continue to focus on achieving the following LCAP goals for the 2023-24 academic years:

1. Increase scholar academic achievement in core academic subjects.

2. Increase scholar and parent engagement/involvement.

3. Increase college and career readiness for scholars.

4. Ensure that at-promise scholars are making progress toward earning a high school diploma.

Compass also ensured to include actions in response to the lessons learned from the COVID-19 pandemic and the lingering impacts from the on-going pandemic challenges such as social-emotional/well-being and pupil learning loss.

Comprehensive Support and Improvement

An LEA with a school or schools eligible for comprehensive support and improvement must respond to the following prompts.

Schools Identified

A list of the schools in the LEA that are eligible for comprehensive support and improvement.

Compass Charter Schools of San Diego was identified for CSI Graduation on January 31, 2020. The graduation rate for 2019 was 46.7% which was a decline of 3.8%

Support for Identified Schools

A description of how the LEA has or will support its eligible schools in developing comprehensive support and improvement plans.

Compass Charter Schools of San Diego (Compass) was identified for Comprehensive Support and Improvement (CSI) on January 31, 2020 because of the low Graduation rate of 46.7%, In order to support the increase of the graduation rate to over 67%, Compass has implemented a school-wide Wildly Important Goal (WIG): by focusing on scholar engagement, 100% of our eligible scholars will graduate by the end of the 2023-24 school year. Through this school-wide WIG, all departments have developed their own aligned WIG that guide the goals of our Supervising Teachers (STs) and data collection. Lead and lag measures determine the development and data reporting for this WIG. This WIG data, at the department level, will be shared bimonthly to provide a compelling scoreboard to indicate the lead and lag measures. To further involve the stakeholders in the implementation and progress of the WIG, the goal will provide the focus for all collaborative ideation and work completed in staff committees, divisions and departments, the Parent Advisory Council (PAC), and the Scholar Leadership Council (SLC).
During the 2022-203 school year, the school completed the WASC self-study process. In response to feedback from the visiting team, the school has also added the goal of exceeding the 70% graduation rate in 2022-2023 on the CA Dashboard and achieving a 90% graduation rate by 2028.
The school has contracted with Learner Centered Collaborative to provide professional development and coaching to all leadership staff to support the development and implementation of goals that will result in an increased graduation rate.

In order to ensure that scholars remain on-track for graduation, Compass continues with the implementation of our tutoring program under the MTSS framework. Scholars are identified as needing tier 2 and tier 3 interventions based on diagnostic assessments. From these assessments, skill gaps are identified and an Individual Learning Path (ILP) curriculum will is assigned based on those gaps. The completion of this curriculum, which is used to fill learning gaps specific to reading and math, are monitored by the tutors under the MTSS framework and Supervising Teachers. Also, through our Positive Behavior Interventions and Support (PBIS) model, scholars who show engagement and improvement through this curriculum will be recognized with rewards. The incentives through our PBIS model have contributed to scholar growth and academic achievement, as well as improvement to our school-wide recognition program.
These efforts all support the goal of identifying scholars who need additional support and ensuring that they stay on track for graduation at every level.

Monitoring and Evaluating Effectiveness

A description of how the LEA will monitor and evaluate the plan to support student and school improvement.

Compass Charter Schools of San Diego (Compass) will monitor the implementation of the CSI plan to support scholars and school-wide improvement by partnering with Learner Centered Collaborative. Through monthly meetings, the Compass Leadership Team and the Learner Centered Collaborative have built capacity in the instructional systems through and annual growth plan tailored to each staff member. Compass will continue to include all stakeholders in the monitoring process by holding various Leadership Team meetings to review data collected thus far, monthly Town Halls to provide updates and allow time for questions to be asked by staff and answered by our

Superintendent. Teams regularly review scholar status and scholars are identified as on-watch or needing intervention based on assessment scores and curriculum progress. We will also continue to hold monthly leadership council meetings led by our scholars, learning coaches (parents) and staff to examine data, propose initiatives, and receive feedback.
Staff have access to a Graduation Cohort report that includes all scholars in grades 9-11 and provides important information about scholar progress towards graduation. Scholars who leave Compass before graduating are provided with support in transitioning to another educational environment. The records department ensures that families are contacted in order to verify that scholars have enrolled in other school and are not disconnected from their education.
Compass has a comprehensive Multi-Tiered System of Supports (MTSS) framework, supported by the Advancement Via Individual Determination (AVID) mindset, whereby scholars needing Tier 2 or Tier 3 support are invited to tutoring sessions to address math and reading skill gaps whereby tutors use supplemental curriculum through to address scholar needs. Scholars qualify for Tier 2 and 3 supports based on data gathered through diagnostic assessments and observations by the instructional staff and learning coaches. Tier 1 includes all core instruction held in various subjects for all grade levels. Progress is monitored at regular intervals and referrals for additional assessments or interventions are made as needed. The effectiveness is determined by course progress and improvement on supplemental assessments and benchmark data. The Assessment Coordinator provides the data from each diagnostic assessment to the ST, Scholar Success Coordinator, and tutors. Tutors under the MTSS framework provide targeted, 30-minute synchronous sessions that target specific skill gaps, as indicated in the diagnostic assessment and ILP supplemental curriculum to provide additional support and instruction to address needs.
As a result of these interventions, the graduation rate increased to 63.8% for all scholars and socioeconomically disadvantaged scholars graduated at a rate of 71% in 2022.

Engaging Educational Partners

A summary of the process used to engage educational partners and how this engagement was considered before finalizing the LCAP.

Leadership Team Meeting (January 24, 2023). During this leadership meeting, the leadership team reviewed the LCAP timeline and current data collection and analysis procedures.

Parent Advisory Council (March 17, 2023). During this month's meeting, we discussed the mid-year LCAP update. Parents reviewed the current metrics and actions for each goal and provided feedback on how the school might increase parent engagement by recruiting parents to serve on the council.

Board of Directors Meeting (March 25, 2023). During this Board of Directors meeting, the mid-year LCAP update was shared with the board and discussed. The feedback was positive regarding the increase in dashboard measures and the board supports maintaining the current goals.

Annual Planning Survey (April 3-14, 2023). The annual planning survey was distributed to all education partners. We had over 200 responses.The results from the survey were used to inform the update of the LCAP.

Leadership Team Meeting (April 25th, 2023). During this leadership meeting, the team reviewed and discussed the annual planning survey results. They broke into teams to focus on each goal and provided recommendations for adjustments to the plan based on the feedback collected in the survey..
Monday Morning Memo (May 8, 2023) The superintendent recorded a video that reviewed the responses to the annual planning survey. This was distributed to all families and added to the school's Youtube channel.

Scholar Leadership Council (May 9, 2023). During this month's meeting, we discussed the Annual Planning survey results. Scholars provided ideas to increase engagement, including more in-person activities and clubs. They also provided ideas of how scholars can connect virtually and share ideas in a safe space.

Parent Advisory Council (May 12, 2023). During this meeting, we reviewed the annual planning survey results. Parents discussed ways to increase in-person opportunities through regular park days, coffee with the Superintendent, and possibly changing the scholar club days to avoid holidays.They also discussed increasing offerings at the school store and encouraging families to wear school logos in their community.

Board of Directors Public Hearing (May 20, 2023). During this Board of Directors Public Hearing, we reviewed and discussed the goals and actions set for the LCAPs. Board members inquired about the process for getting into the actions and for reaching the goals established in the LCAPs.

Board of Directors Meeting (June 24, 2023). Final Local Control and Accountability Plan approval.

A summary of the feedback provided by specific educational partners.

Feedback from parents and scholars was focused on increasing engagement by offering more in-person opportunities and increasing the ways that parents and scholars can connect virtually outside of the regular school schedule.

Staff feedback included suggestions for increasing participation in standardized testing and in scholar participation in support services. The data shows the support services that are being offered are effective when scholars take advantage of them. The school's dashboard measures in ELA and Math are severely impacted by the LOSS penalty due to low participation rates.

A description of the aspects of the LCAP that were influenced by specific input from educational partners.

A participation metric for CAASPP has been added to Goal 1 to ensure that education partners understand the impact of low participation on the Dashboard.

No additional changes have been made to the goals, metrics and activities becasue they support the feedback.

Goals and Actions

Goal

Goal #	Description
1	Increase scholar academic achievement in core academic subjects.

An explanation of why the LEA has developed this goal.

To ensure all scholars have access to rigorous curricula to prepare them for the demands of state standards, as well as a system of assessment to monitor progress and inform instruction and the implementation of responsive interventions to meet each scholar's needs.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Maintain ample Standards-aligned curricula and resources	Standards-aligned: 5 of 5 subjects	Standards-aligned: 5 of 5 subjects	Standards-aligned: 5 of 5 subjects		Standards-aligned: 5 of 5 subjects
State-mandated Assessments (School-wide, SED, EL, Latino) • SBAC ELA - Grades 3-8, 11 (Meet/Exceed) • SBAC Math - Grades 3-8, 11 (Meet/Exceed) • CAST- (Meet/Exceed)	Compass Grades 3-8, 11 Scholars (2019) Schoolwide • SBAC ELA (3-8) 28% • SBAC ELA (11) 42% • SBAC Math (3-8) 11% • SBAC Math (11) 15% • CAST 30% SED	Compass Grades 3-8, 11 Scholars (2022) Schoolwide • SBAC ELA (3-8) 44.7% • SBAC ELA (11) 43.24% • SBAC Math (3-8) 31% • SBAC Math (11) 22% • CAST 32% SED • SBAC ELA (3-8) 31%	TBD		SBAC Grades 3-8, 11 Scholars Schoolwide • SBAC ELA (3-8) 39% • SBAC ELA (11) 49% • SBAC Math (3-8) 27% • SBAC Math (11) 21% • CAST 37% SED • SBAC ELA (3-8) 37%

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
	• SBAC ELA (3-8) 25% • SBAC ELA (11) 42% • SBAC Math (3-8) 9% • SBAC Math (11) 0% • CAST 15% EL • SBAC ELA 6% • SBAC Math 3% • CAST 3% Latino • SBAC ELA (3-8) 28% • SBAC ELA (11) 23% • SBAC Math (3-8) 9% • SBAC Math (11) 7% • CAST 18%	• SBAC ELA (11) 38% • SBAC Math (3-8) 31% • SBAC Math (11) 22% • CAST 27% EL • SBAC ELA - 13% • SBAC Math - 8% • CAST 0% Latino • SBAC ELA (3-8) 31% • SBAC ELA (11) 42% • SBAC Math (3-8) 19% • SBAC Math (11) 32% • CAST 21%			• SBAC ELA (11) 50% • SBAC Math (3-8) 22% • SBAC Math (11) 12% • CAST 27% EL • SBAC ELA (3-8) 18% • SBAC ELA (11) 18% • SBAC Math (3-8) 11% • SBAC Math (11) 11% • CAST 18% Latino • SBAC ELA (3-8) 40% • SBAC ELA (11) 41% • SBAC Math (3-8) 22% • SBAC Math (11) 22% • CAST 30%
Percent of scholars at/ above grade level and demonstrating growth on Spring Internal	Spring Internal ELA Assessment 2021-2022 SY Grades 3-8	Spring Internal ELA Assessment 2021-2022 SY Grades 3-8	Winter Internal ELA Assessment 2022-2023 SY Grades 3-8		Spring Internal ELA Assessment Grades 3-8

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
ELA assessments Grades 3-8 Grade 11	• 62% At/Above Grade-level • 63% Demonstrated growth Grade 11 • 52% At/Above Grade-level” • 82%Demonstrated growth	• 62% At/Above Grade-level • 63% Demonstrated growth over previous year Grade 11 • 52% At/Above Grade-level” • 82%Demonstrated growth over previous year	• 62.3% At/Above Grade-level • Demonstrated growth TBD Grade 11 • 52.2% At/Above Grade-level” • %Demonstrated growth TBD		• 70% At/Above Grade-level • 70% Demonstrated growth over previous year- Grade 11 • 60% At/Above Grade-level • 80% Demonstrated growth over previous year-
Percent of scholars at/ above grade level and demonstrating growth on Spring Internal Math assessments Grades 3-8 Grade 11	Spring Internal Math Assessment 2021-2022 SY Grades 3-8 • 59% At/Above Grade-level • 57% Demonstrated growth Grade 11	Spring Internal Math Assessment 2021-2022 SY Grades 3-8 • 59% At/Above Grade-level • 57% Demonstrated growth Grade 11	Winter Internal Math Assessment 2021-2022 SY Grades 3-8 • 58.6% At/Above Grade-level • % Demonstrated growth TBD		Spring Internal Math Assessment Grades 3-8 • 70% At/Above Grade-level • 70% Demonstrated growth over previous year

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
	• 48% At/Above Grade-level • 59% Demonstrated growth	• 48% At/Above Grade-level • 59% Demonstrated growth	Grade 11 • 56.5% At/Above Grade-level • % Demonstrated growth TBD		Grade 11 • 60% At/Above Grade-level”- • 70% Demonstrated growth over previous year-
Chronic Absenteeism	2019 CA Dashboard 6.02%	2022 Dashboard 3.1%	As of 5/12/23 5.41%		Chronic Absenteeism (CA Dashboard) <4%
Decrease the Cohort Dropout Rate	2019 CA Dashboard 42.7%	2022 Dashboard 34.70%	As of 5/12/23 31%		Cohort Dropout Rate 15%
EL Reclassification Rate	EL Reclassification Rate (2019) • 33%	EL Reclassification Rate (2022) • 12.59%	TBD		EL Reclassification Rate >25%
ELPI Status Level	ELPI Status Level • “Low” 33.3%	ELPI Status Level • Low 43.2%	TBD		ELs demonstrating progress as measured by ELPI “Medium” 45 to 54%
CAASPP Participation Rates		ELA- 86% Math- 86%	TBD		95% Participation rate for all assessments

Actions

Action #	Title	Description	Total Funds	Contributing
1.1	1.1a Basic Services - Teachers	All scholars will have all access to supervising teachers who are appropriately credentialed, properly assigned to courses, and maintain the required 25:1 ADA to FTE ratio. (Funding Sources: LCFF)	$1,864,759.00	Yes
1.2	1.1b Basic Services - Common Core Curriculum	All scholars will have access to core curriculum which is Common Core-aligned. (Funding Sources: LCFF)	$68,896.00	No
1.3	1.1c Basic Services - Advancement Via Individual Determination (AVID)	All teachers will utilize AVID instructional strategies in their live synchronous sessions, as well as asynchronous sessions. (Funding Sources: LCFF)	$4,000.00	Yes
1.4	Multi-Tiered System of Supports (MTSS) and Positive Behavior Interventions & Supports (PBIS)	All scholars will be supported through the Multi-Tiered System of Supports (MTSS) framework, with a focus on Positive Behavioral Interventions and Supports (PBIS). (Funding Sources: LCFF)	$7,491.00	Yes
1.5	Multi-Tiered System of Supports (MTSS) and Response to Intervention (RtI)	All scholars will be supported through the Multi-Tiered System of Supports (MTSS) framework, with a focus on Response to Intervention (RtI). Scholars who are identified as needing Tier 2 and Tier 3 levels of support will have access to tutoring services. (Funding Sources: LCFF, ELO, ESSER III)	$64,754.00	No

Action #	Title	Description	Total Funds	Contributing
1.6	1.2c Multi-Tiered System of Supports (MTSS) and Social Emotional Learning (SEL) and Well-Being	All scholars will be supported through the Multi-Tiered System of Supports (MTSS) framework, with a focus on Social Emotional Learning (SEL) and well-being.		No
1.7	1.3a Staff Development Onboarding	All new staff will participate in a 90-day onboarding program facilitated by the Human Resources Department. (Funding Sources: LCFF)	$50,015.00	No
1.8	1.3b Staff Development - Professional Learning	All staff will have access to professional learning through conferences, internal professional learning sessions, and workshops. (Funding Sources: LCFF, CSI,Title II)	$105,630.00	No
1.9	1.3c Staff Development - Leadership Development	All staff in a leadership pipeline will be supported with a leadership development program. (Funding Sources: Educator Effectiveness Grant, Title II)	$63,700.00	No
1.10	1.4a Orientation - Scholar and Learning Coach	All scholars and learning coaches will be offered an orientation, which will include strategies to be successful in our program as well as resources to support their educational journey. (Funding Sources: LCFF)	$32,205.00	No
1.11	1.5a Supports for Unduplicated Scholars - Learning Coach	The Operations Department, through its McKinney-Vento Liaison, will make resources and programs available to scholars and their families experiencing homelessness and/or in foster care. (Funding Sources: Title I)	$24,041.00	Yes

Action #	Title	Description	Total Funds	Contributing
1.12	1.5b Supports for Unduplicated Scholars - Progress Monitoring and Program Improvement	The Operations Department will deploy its team to create and/or identify resources and programs for scholars identified as socially-economically disadvantaged.		Yes
1.13	1.6a Targeted Intervention English Learners	The English Language Learning Department will make supplemental resources and programs available to scholars to target increased English language acquisition/proficiency and academic achievement. (Funding Sources: Title I)	$66,055.00	Yes
1.14	1.6b Targeted Intervention - Students with Disabilities	The Special Education Department will make supplemental resources and programs accessible to scholars to target increased achievement in both English/Language Arts and mathematics. (Funding Sources: LCFF)	$5,870.00	No

Goal Analysis [2022-23]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

There are no substantiative differences in planned actions and actual implementation of these actions.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

The school determined that four of the actions (1.1a $1.864.759, 1.1c 3707.19, 1.2a $14,418, and 1.2b $137,830) that should have been labeled as contributing to increased and improved services were not. This will be corrected in the upcoming year. Allocation of funds for the AVID program were increased based on prior year spending.

An explanation of how effective the specific actions were in making progress toward the goal.

As a result of the actions implemented in Goal 1, Compass scholars increased in their academic achievement on the CAASPP assessments in several areas when comparing the 2019 results to the 2022 results. In ELA, the percentage of scholars whose achievement was at or above standard in grades 3-8 increased from 28% to 45% and grades 11 scholars increased from 42% to 43%. Socioeconomically disadvantaged scholars in grades 3-8 increased their achievement level from 25% to 31%. Our English learners also increased their achievement levels from 6% to 12.5%.
In Math, scholar achievement in grades 3-8 increased from 11% at or above standard to 31%, and scholars in grade 11 increased from 15% to 22%. Socioeconomically disadvantaged scholars in grades 3-8 increased their achievement level from 9% to 19% and grade 11 scholars increased from 0% to 23%. Our English learners also increased their achievement levels from 3% to 8%. These achievement levels are indicators of the effectiveness of the implementation and expansion of targeted supports that mitigated learning loss during the pandemic.
The percentage of English Learner scholars making progress towards proficiency increased from 33% in 2019 to 43% in 2022. The percentage of scholars who decreased one ELPI level in 2022 decreased from 28% in 2019 to 16%.
The cohort graduation rate increased from 46.7% in 2019 to 63.8% in 2022 and the school is on track to exceed the 70% graduation rate goal for the 2022-2023 school year. Socioeconomically disadvantaged scholars graduated at a higher rate than the school wide percentage at 71%.
Compass maintained a low rate of chronic absenteeism at 3.1% and a 0% suspension rate.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

A participation rate metric will be added to ensure that the school reaches the 95% participation rate.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Goals and Actions

Goal

Goal #	Description
2	Increase scholar and parent engagement/involvement.

An explanation of why the LEA has developed this goal.

The engagement of both scholars and parents is essential to the success of our community. Compass Charter Schools of San Diego (Compass) seeks to provide opportunities for parents to be meaningfully engaged in their scholar's educational journey and provide input on areas to improve the experience of scholars in alignment with the goals of the approved charter petition. Equally important is to maintain the engagement of our scholars to promote their academic growth, social-emotional wellness, and dedication to becoming self-motivated, life-long learners.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Attendance Rates (P2 Reporting)	Attendance Rates (P2 Reporting) • Track A - 95.43% ?\- Track S - 88.68%	- 97.04%	As of May 2023 94.59%		Attendance Rates (P2 Reporting) 95%
Suspension Rate	Suspension Rate 0%	- 0%	0%		Suspension Rate 0%
Engagement Offering Satisfaction	97.5%	97.5%	As of March 2023 96%		Satisfaction of Engagement Offerings Rate 85%
Parent Advisory Council Meetings	Parent Advisory Council Meetings: 4 per year	- 5 meetings	5		Parent Advisory Council Meetings: 4 per year

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Scholar Leadership Council Meetings	Scholar Leadership Council Meetings: 7 per year	- 10 meetings	10		Scholar Leadership Council Meetings: 7 per year
Parent Participation in Academic Monitoring Activities (i.e. Parent-Teacher Conferences, Connection meetings, etc.)	Percentage of Parents participating in academic monitoring activities: 69%	- 87%	98%		Percentage of Parents participating in academic monitoring activities: Between 90 - 100%
Scholar Participation in Academic Learning Activities (i.e. Learning Labs, Demonstration of Learning, etc.)	• 50% participation in 30% or more synchronous instruction and live interaction	• 50% participation in 30% or more synchronous instruction and live interaction	TBD at EOY		Participation of Scholars participating in academic learning activities: Between 90 - 100%
Participation in Annual Satisfaction/LCAP Survey • Scholars • Parents • Staff	Participation in Annual Satisfaction/LCAP Survey • Scholars • Parents • Staff	• Scholars 32% • Parents 40% • Staff 38%	• Scholars 30% • Parents 33% • Staff 37%		Participation in Annual Satisfaction/LCAP Survey • Scholars • Parents • Staff
- Chronic Absenteeism	• Chronic Absenteeism	2022 CA Dashboard 3.1%	May 2023 5.41%		- Chronic Absenteeism (CA Dashboard) <4%

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
	(2019 CA Dashboard) 4.64%				

Actions

Action #	Title	Description	Total Funds	Contributing
2.1	2.1a Learning Coach Academy	Compass will offer a Learning Coach Academy program that covers support topics of interest for learning coaches.		No
2.2	2.1b Summer Session	Compass will offer a Summer Session that utilizes online courses and/or academic subscriptions to increase K-8 scholar engagement. (Funding Sources: ESSER III)	$35,210.00	No
2.3	2.1c Scholar Attendance	All teachers will offer engaging live synchronous sessions, as well as asynchronous sessions. (Funding Sources: LCFF)	$7,220.00	No
2.4	2.1d Scholar Attendance Counseling	Compass will provide live Social Emotional Learning groups led by counselors to promote academic and enrichment engagement by addressing the social-emotional needs of scholars. Funding Sources: LCFF)	$25,800.00	No
2.5	2.2a Scholar Celebrations	Compass will provide end-of-year celebrations. (Funding Sources: LCFF)	$10,395.00	No

Action #	Title	Description	Total Funds	Contributing
2.6	2.2b Scholar Recognition	Compass will provide scholar recognition opportunities throughout the school year.		No
2.7	2.2c Parent Recognition	Compass will provide parent recognition opportunities throughout the school year.		No
2.8	2.3a Scholar Extracurricular Activities	Compass will provide a variety of extracurricular activities, such as field trips, virtual scholar workshops, and scholar-led clubs. (Funding Sources: LCFF)	$43,312.00	No
2.9	2.3b Community Service	Compass will provide a variety of community service opportunities to emboldened our scholars to be community leaders and for all staff to give back to our communities.		No
2.10	2.3c Scholar Enrichment	Compass will provide a variety of enrichment activities to encourage scholars to collaborate, learn, and further develop their educational experience. Funds allocated in 2.3a		No
2.11	2.3d Parent Enrichment	Compass will provide a variety of enrichment activities for parents to encourage parents to collaborate, learn, and further support their scholars educational experience.		No
2.12	2.4a School Communication	Compass will provide tools to support one and two way communications with its educational partners.	$0.00	No

Action #	Title	Description	Total Funds	Contributing
2.13	2.4b Technology Access	Compass will provide technology access to scholars who are unable to access required educational offerings.. (Funding Sources: Title IV)	$10,000.00	Yes
2.14	2.5 Staff Development - Professional Learning	All staff will have access to professional learning through conferences, internal professional learning sessions, and workshops. Funds allocated in 1.3b		No
2.15	2.6 Military Connected Support	Our dedicated Scholar Community Advocate will make resources and programs available to military families and scholars. These services will include transition support, enrollment, deployment support, and referrals to military community partners.		No

Goal Analysis [2022-23]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

Planned actions were implemented without significant variation from the plan.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

There were no material differences between budgeted and actual expenditures.

An explanation of how effective the specific actions were in making progress toward the goal.

Scholar attendance has increased. Scholar participation in learning labs has increased. Parent and scholar participation in councils has continued. The suspension rate remains low.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

No changes were made.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Goals and Actions

Goal

Goal #	Description
3	Increase college and career readiness for scholars.

An explanation of why the LEA has developed this goal.

Compass Charter Schools of San Diego scholars, as described in Goal 1, must have access to an instructional program which meets the requirements for post-secondary success, be that at an institute of higher learning or in a career of their choice. As such, all scholars must receive a high quality program which provides them with the requisite skills for success after graduation.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Graduation Rate (CA Dashboard)	Graduation Rate (2019 CA Dashboard): 46.7%	2022 Dashboard 63.8%	Projected 2023 69%		Graduation Rate (CA Dashboard): 65%
Graduates A-G Course Completion(UC/CSU eligibility)	2019-2020 13.3%	- 17%	TBD		30% A-G Course Completion
Concurrent Enrollment	2019-2020 Concurrent Enrollment 4.3%	- 29%	TBD		20% of scholars will have enrolled into at least one concurrent course
Scholars “Prepared” for College/Career (CA Dashboard)	(2018-19 Dashboard) 7% Prepared	Not reported	TBD		15% College Career Indicator “Prepared”

Actions

Action #	Title	Description	Total Funds	Contributing
3.1	3.1a Summer Session	Compass will offer a Summer Session for high school scholars wishing to earn extra credits in online classrooms. (Funding Sources: LCFF, ESSER III)	$23,609.00	No
3.2	3.1b Summer Tutoring	Compass will offer access to a tutoring platform to support scholars with successful completion of Summer Session courses that lead to A-G course preparation or completion. (Funding Sources: A-G Completion Improvement Grant)		No
3.3	3.2a A-G Coursework	Compass will ensure all scholars have access to A-G approved courses, either through a preferred curriculum provider or through internally developed courses. (Funding Sources: LCFF, A-G Completion Improvement Grant)	$67,051.00	No
3.4	3.2b Dual Enrollment	Compass will partner with community colleges and Universities to incorporate dual enrollment in the 4-year plan for all high school scholars. (Funding Sources: LCFF)		No
3.5	3.2c AVID Elective	Compass will provide AVID courses to middle and high school scholars and provide the opportunity for them to earn the AVID Elective Digital Badge after completing the courses. (Funding Sources: LCFF)	$35,210.00	No

Action #	Title	Description	Total Funds	Contributing
3.6	Recognized ASCA Model Program (RAMP)	Compass will implement the ASCA model program and apply to become a RAMP School in the 2022-23 school year. (Funding Sources: LCFF, Educator Effectiveness Grant)	$2,000.00	No
3.7	3.4a Family College Awareness/Preparation	Compass will provide scholar and parent training and resources on a-g requirements, going to college, completing a college and career application, completing a FAFSA, applying for scholarships, and general college entrance exam information. Encourage all Seniors to apply to a college, university, career-based training institution, or military.		No
3.8	3.4b Partnerships with organizations for financial aid, college tours, etc.	Compass will partner with various providers to expand college readiness opportunities. (Funding Sources: LCFF)		No
3.9	3.5 Staff Development - Professional Learning	All staff will have access to professional learning through conferences, internal professional learning sessions, and workshops. Funds allocated in 1.3b		No

Goal Analysis [2022-23]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

There were no substantive differences in planned and actual actions.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

There were no material differences between budgeted and actual expenditures.

An explanation of how effective the specific actions were in making progress toward the goal.

The graduation rate has increased from 46.7% t0 63.8%. Scholar completion of A-G courses has increased from 13.3% to 17%. Scholar participation in dual enrolment has increased from 4.3% to 29%.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

No changes were made to the plan.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Goals and Actions

Goal

Goal #	Description
4	Ensure that at-promise scholars are making progress toward earning a high school diploma

An explanation of why the LEA has developed this goal.

Compass Charter Schools of San Diego offers a unique model for addressing the current needs of scholars/families. This goal has been added to allow for continuous monitoring of our scholars who entered the Compass programs at various levels of high school with credit deficits and will enable our staff to develop strategic support systems to ensure these scholars persist to graduation albeit on an extended timeline. Compass Charter schools will monitor scholars identified as at-promise (including current scholars and late entrants) to develop strategic support systems to ensure these scholars persist to graduation albeit on an extended timeline.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Accelerated Course Options Program (ACOP)	2019-2020 47% of participation in ACOP for at-promise scholars	- 25%	TBD		60% participation in ACOP for at-promise scholars
Extended Graduation (5+ years to earn diploma)	2019-2020 5th Year Cohort 6.7%	- 4.3%	TBD		0% 5th Year Cohort

Actions

Action #	Title	Description	Total Funds	Contributing
4.1	4.1 At- Promise Interventions/Supports	Compass will use data from our benchmark assessments to identify potentially at-promise scholars and implement our MTSS tiered intervention framework to ensure they are supported.		No

Action #	Title	Description	Total Funds	Contributing
4.2	4.2 Summer Session	Compass will offer Summer Session for at-promise scholars who are deficient in credits for graduating within their cohort and for scholars who are at-promise for entering high school with a skill gap. Funds allocated in 3.1		Yes
4.3	4.3 Extended Graduation Plan	Compass will develop an extended graduation plan and program to ensure at-promise scholars have a realistic pathway and expectations for earning a high school diploma.		Yes
4.4	4.4 Staff Development - Professional Learning	All staff will have access to professional learning through conferences, internal professional learning sessions, and workshops. Funds allocated in 1.3b		No

Goal Analysis [2022-23]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

There were no substantive differences in planned and actual actions.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

There were no material differences between budgeted and actual expenditures.

An explanation of how effective the specific actions were in making progress toward the goal.

The graduation rate has increased from 46.7% t0 63.8%. Scholar completion of A-G courses has increased from 13.3% to 17%. Scholar participation in dual enrolment has increased from 4.3% to 29%.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

No changes were made to the plan.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Goals and Actions

Goal

Goal #	Description
5	

An explanation of why the LEA has developed this goal.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24

Actions

Action #	Title	Description	Total Funds	Contributing

Goal Analysis [2022-23]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

An explanation of how effective the specific actions were in making progress toward the goal.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students [2023-24]

Projected LCFF Supplemental and/or Concentration Grants	Projected Additional LCFF Concentration Grant (15 percent)
911176	0

Required Percentage to Increase or Improve Services for the LCAP Year

Projected Percentage to Increase or Improve Services for the Coming School Year	LCFF Carryover — Percentage	LCFF Carryover — Dollar	Total Percentage to Increase or Improve Services for the Coming School Year
10.50%	11.50%	$11,500.00	22.00%

The Budgeted Expenditures for Actions identified as Contributing may be found in the Contributing Actions Table.

Required Descriptions

For each action being provided to an entire school, or across the entire school district or county office of education (COE), an explanation of (1) how the needs of foster youth, English learners, and low-income students were considered first, and (2) how these actions are effective in meeting the goals for these students.

The Compass Charter Schools of San Diego (Compass) Leadership Team met several times throughout the year to review the goals they set for the LCAP. Everyone in the meeting representing various divisions and departments of the organization had input on adjusting the goals and actions and prioritized the needs of Foster Youth, English Learners, and Low-income scholars by hiring dedicated staff specifically to monitor and support these special populations including a McKinney-Vento Liaison and English Learner Tutors.

A description of how services for foster youth, English learners, and low-income students are being increased or improved by the percentage required.

Our dedicated McKinney-Liaison will make resources and programs available to scholars and their families experiencing homelessness and/or are in foster care. The Liaison will continue to attend professional development training and PLC’s to ensure all targeted services are the most current available. English learners will continue to receive direct support sessions via trained EL tutors and access to Lexia for increasing language fluency and increasing our reclassification rates. Low-income scholars will continue to have access to MTSS tutoring to close skill gaps and/or 24/7 access to an online tutoring system.

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

Compass Charter Schools of San Diego did not receive any Projected Additional LCFF Concentration Grant (15 percent)

Staff-to-student ratios by type of school and concentration of unduplicated students	Schools with a student concentration of 55 percent or less	Schools with a student concentration of greater than 55 percent
Staff-to-student ratio of classified staff providing direct services to students	25:1 ADA to FTE ratio	
Staff-to-student ratio of certificated staff providing direct services to students	25:1 ADA to FTE ratio	

2023-24 Total Expenditures Table

Totals	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Total Personnel	Total Non-personnel
Totals	$2,277,495.00	$43,333.00		$296,395.00	$2,617,223.00	$2,145,419.00	$471,804.00

Goal	Action #	Action Title	Student Group(s)	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
1	1.1	1.1a Basic Services - Teachers	English Learners Foster Youth Low Income	$1,864,759.00				$1,864,759.00
1	1.2	1.1b Basic Services - Common Core Curriculum	All	$68,896.00				$68,896.00
1	1.3	1.1c Basic Services - Advancement Via Individual Determination (AVID)	Low Income	$4,000.00				$4,000.00
1	1.4	Multi-Tiered System of Supports (MTSS) and Positive Behavior Interventions & Supports (PBIS)	English Learners Foster Youth Low Income	$7,491.00				$7,491.00
1	1.5	Multi-Tiered System of Supports (MTSS) and Response to Intervention (RtI)	All	$64,754.00				$64,754.00
1	1.6	1.2c Multi-Tiered System of Supports (MTSS) and Social Emotional Learning (SEL) and Well-Being	All					
1	1.7	1.3a Staff Development Onboarding	All	$50,015.00				$50,015.00
1	1.8	1.3b Staff Development - Professional Learning	All				$105,630.00	$105,630.00
1	1.9	1.3c Staff Development -	All	$31,850.00			$31,850.00	$63,700.00

Goal	Action #	Action Title	Student Group(s)	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
		Leadership Development						
1	1.10	1.4a Orientation - Scholar and Learning Coach	All	$32,205.00				$32,205.00
1	1.11	1.5a Supports for Unduplicated Scholars - Learning Coach	Foster Youth Low Income				$24,041.00	$24,041.00
1	1.12	1.5b Supports for Unduplicated Scholars - Progress Monitoring and Program Improvement	Low Income					
1	1.13	1.6a Targeted Intervention English Learners	English Learners				$66,055.00	$66,055.00
1	1.14	1.6b Targeted Intervention - Students with Disabilities	All	$5,870.00				$5,870.00
2	2.1	2.1a Learning Coach Academy	All					
2	2.2	2.1b Summer Session	All				$35,210.00	$35,210.00
2	2.3	2.1c Scholar Attendance	All	$7,220.00				$7,220.00
2	2.4	2.1d Scholar Attendance Counseling	All	$25,800.00				$25,800.00
2	2.5	2.2a Scholar Celebrations	All	$10,395.00				$10,395.00
2	2.6	2.2b Scholar Recognition	All					
2	2.7	2.2c Parent Recognition	All					
2	2.8	2.3a Scholar Extracurricular Activities	All	$43,312.00				$43,312.00

Goal	Action #	Action Title	Student Group(s)	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
2	2.9	2.3b Community Service	All					
2	2.10	2.3c Scholar Enrichment	All					
2	2.11	2.3d Parent Enrichment	All					
2	2.12	2.4a School Communication	All				$0.00	$0.00
2	2.13	2.4b Technology Access	Low Income				$10,000.00	$10,000.00
2	2.14	2.5 Staff Development - Professional Learning	All					
2	2.15	2.6 Military Connected Support	All					
3	3.1	3.1a Summer Session	All				$23,609.00	$23,609.00
3	3.2	3.1b Summer Tutoring	All					
3	3.3	3.2a A-G Coursework	All	$25,718.00	$41,333.00			$67,051.00
3	3.4	3.2b Dual Enrollment	All					
3	3.5	3.2c AVID Elective	All	$35,210.00				$35,210.00
3	3.6	Recognized ASCA Model Program (RAMP)	All		$2,000.00			$2,000.00
3	3.7	3.4a Family College Awareness/Preparation	All					
3	3.8	3.4b Partnerships with organizations for financial aid, college tours, etc.	All					
3	3.9	3.5 Staff Development - Professional Learning	All					
4	4.1	4.1 At- Promise Interventions/Supports	All					

Goal	Action #	Action Title	Student Group(s)	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
4	**4.2**	4.2 Summer Session	English Learners Foster Youth Low Income					
4	**4.3**	4.3 Extended Graduation Plan	English Learners Foster Youth Low Income					
4	**4.4**	4.4 Staff Development - Professional Learning	All					

2023-24 Contributing Actions Table

1. Projected LCFF Base Grant	2. Projected LCFF Supplemental and/or Concentration Grants	3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1)	LCFF Carryover — Percentage (Percentage from Prior Year)	Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %)	4. Total Planned Contributing Expenditures (LCFF Funds)	5. Total Planned Percentage of Improved Services (%)	Planned Percentage to Increase or Improve Services for the Coming School Year (4 divided by 1, plus 5)	Totals by Type	Total LCFF Funds
8676218	911176	10.50%	11.50%	22.00%	$1,876,250.00	0.00%	21.63 %	**Total:**	$1,876,250.00
								LEA-wide Total:	$0.00
								Limited Total:	$0.00
								Schoolwide Total:	$1,876,250.00

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
1	**1.1**	1.1a Basic Services - Teachers	Yes	Schoolwide	English Learners Foster Youth Low Income	All Schools	$1,864,759.00	
1	**1.3**	1.1c Basic Services - Advancement Via Individual Determination (AVID)	Yes	Schoolwide	Low Income	All Schools	$4,000.00	
1	**1.4**	Multi-Tiered System of Supports (MTSS) and Positive Behavior Interventions & Supports (PBIS)	Yes	Schoolwide	English Learners Foster Youth Low Income	All Schools	$7,491.00	
1	**1.11**	1.5a Supports for Unduplicated Scholars - Learning Coach	Yes	Schoolwide	Foster Youth Low Income	All Schools		
1	**1.12**	1.5b Supports for Unduplicated Scholars - Progress Monitoring and Program Improvement	Yes	Schoolwide	Low Income	All Schools		

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
1	1.13	1.6a Targeted Intervention English Learners	Yes	Schoolwide	English Learners	All Schools		
2	2.13	2.4b Technology Access	Yes	Schoolwide	Low Income	All Schools		
4	4.2	4.2 Summer Session	Yes	Schoolwide	English Learners Foster Youth Low Income	All Schools		
4	4.3	4.3 Extended Graduation Plan	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		

2022-23 Annual Update Table

Totals	Last Year's Total Planned Expenditures (Total Funds)	Total Estimated Expenditures (Total Funds)
Totals	$0.00	$7,282,141.00

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
1	**1.1**	1.1a Basic Services - Teachers	No		3,486,308
1	**1.2**	1.1b Basic Services - Common Core Curriculum	No		1,284,474
1	**1.3**	1.1c Basic Services - Advancement Via Individual Determination (AVID)	No		3,627
1	**1.4**	Multi-Tiered System of Supports (MTSS) and Positive Behavior Interventions & Supports (PBIS)	No		81,314
1	**1.5**	Multi-Tiered System of Supports (MTSS) and Response to Intervention (RtI)	No		310,004
1	**1.6**	1.2c Multi-Tiered System of Supports (MTSS) and Social Emotional Learning (SEL) and Well-Being	No		
1	**1.7**	1.3a Staff Development Onboarding			
1	**1.8**	1.3b Staff Development - Professional Learning			197,874
1	**1.9**	1.3c Staff Development - Leadership Development			17,340
1	**1.10**	1.4a Orientation - Scholar and Learning Coach	No		

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
1	1.11	1.5a Supports for Unduplicated Scholars - Foster and Homeless Youth	Yes		
1	1.12	1.5b Supports for Unduplicated Scholars - Free and Reduced	Yes		
1	1.13	Targeted Intervention English Learners			77,180
1	1.14	1.6b Targeted Intervention - Students with Disabilities	No		425,376
2	2.1	2.1a Learning Coach Academy	No		
2	2.2	2.1b Summer Session	No		
2	2.3	2.1c Scholar Attendance	No		
2	2.4	2.1d Scholar Attendance Counseling	No		
2	2.5	2.2a Scholar Celebrations	No		
2	2.6	2.2b Scholar Recognition	No		
2	2.7	2.2c Parent Recognition	No		500
2	2.8	2.3a Scholar Extracurricular Activities	No		101,889
2	2.9	2.3b Community Service	No		
2	2.10	2.3c Scholar Enrichment	No		

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
2	2.11	2.3d Parent Enrichment	No		
2	2.12	2.4a School Communication	No		
2	2.13	2.4b Technology Access	Yes		
2	2.14	2.5 Staff Development - Professional Learning	No		
2	2.15	2.6 Military Connected Support			
3	3.1	3.1a Summer Session	No		11,570
3	3.2	3.1b Summer Tutoring	No		
3	3.3	3.2a A-G Coursework	No		1,284,474
3	3.4	3.2b Dual Enrollment	No		
3	3.5	3.2c AVID Elective	No		
3	3.6	3.3a Recognized ASCA Model Program (RAMP)	No		211
3	3.7	3.4a Family College Awareness/Preparation	No		
3	3.8	3.4b Partnerships with organizations for financial aid, college tours, etc.	No		

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
3	**3.9**	3.5 Staff Development - Professional Learning	No		
4	**4.1**	4.1 At- Promise Interventions/Supports	No		
4	**4.2**	4.2 Summer Session	Yes		
4	**4.3**	4.3 Extended Graduation Plan	Yes		
4	**4.4**	4.4 Staff Development - Professional Learning	No		

2022-23 Contributing Actions Annual Update Table

6. Estimated LCFF Supplemental and/or Concentration Grants (Input Dollar Amount)	4. Total Planned Contributing Expenditures (LCFF Funds)	7. Total Estimated Expenditures for Contributing Actions (LCFF Funds)	Difference Between Planned and Estimated Expenditures for Contributing Actions (Subtract 7 from 4)	5. Total Planned Percentage of Improved Services (%)	8. Total Estimated Percentage of Improved Services (%)	Difference Between Planned and Estimated Percentage of Improved Services (Subtract 5 from 8)
10,000	$0.00	$0.00	$0.00	0.00%	0.00%	0.00%

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributing to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
1	1.11	1.5a Supports for Unduplicated Scholars - Foster and Homeless Youth	Yes				
1	1.12	1.5b Supports for Unduplicated Scholars - Free and Reduced	Yes				
2	2.13	2.4b Technology Access	Yes				
4	4.2	4.2 Summer Session	Yes				
4	4.3	4.3 Extended Graduation Plan	Yes				

2022-23 LCFF Carryover Table

9. Estimated Actual LCFF Base Grant (Input Dollar Amount)	6. Estimated Actual LCFF Supplemental and/or Concentration Grants	LCFF Carryover — Percentage (Percentage from Prior Year)	10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 + Carryover %)	7. Total Estimated Actual Expenditures for Contributing Actions (LCFF Funds)	8. Total Estimated Actual Percentage of Improved Services (%)	11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)	12. LCFF Carryover — Dollar Amount (Subtract 11 from 10 and multiply by 9)	13. LCFF Carryover — Percentage (12 divided by 9)
100,000	10,000	1.5	11.50%	$0.00	0.00%	0.00%	$11,500.00	11.50%

Instructions

Plan Summary

Engaging Educational Partners

Goals and Actions

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students

For additional questions or technical assistance related to the completion of the Local Control and Accountability Plan (LCAP) template, please contact the local county office of education (COE), or the California Department of Education's (CDE's) Local Agency Systems Support Office, by phone at 916-319-0809 or by email at lcff@cde.ca.gov.

Introduction and Instructions

The Local Control Funding Formula (LCFF) requires local educational agencies (LEAs) to engage their local educational partners in an annual planning process to evaluate their progress within eight state priority areas encompassing all statutory metrics (COEs have 10 state priorities). LEAs document the results of this planning process in the LCAP using the template adopted by the State Board of Education.

The LCAP development process serves three distinct, but related functions:

- **Comprehensive Strategic Planning:** The process of developing and annually updating the LCAP supports comprehensive strategic planning (California *Education Code* [*EC*] Section 52064[e][1]). Strategic planning that is comprehensive connects budgetary decisions to teaching and learning performance data. LEAs should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students.

- **Meaningful Engagement of Educational Partners:** The LCAP development process should result in an LCAP that reflects decisions made through meaningful engagement (*EC* Section 52064[e][1]). Local educational partners possess valuable perspectives and insights about an LEA's programs and services. Effective strategic planning will incorporate these perspectives and insights in order to identify potential goals and actions to be included in the LCAP.

- **Accountability and Compliance:** The LCAP serves an important accountability function because aspects of the LCAP template require LEAs to show that they have complied with various requirements specified in the LCFF statutes and regulations, most notably:

    - Demonstrating that LEAs are increasing or improving services for foster youth, English learners, and low-income students in proportion to the amount of additional funding those students generate under LCFF (*EC* Section 52064[b][4-6]).

    - Establishing goals, supported by actions and related expenditures, that address the statutory priority areas and statutory metrics (*EC* sections 52064[b][1] and [2]).

    - Annually reviewing and updating the LCAP to reflect progress toward the goals (*EC* Section 52064[b][7]).

The LCAP template, like each LEA's final adopted LCAP, is a document, not a process. LEAs must use the template to memorialize the outcome of their LCAP development process, which should: (a) reflect comprehensive strategic planning (b) through meaningful engagement with educational partners that (c) meets legal requirements, as reflected in the final adopted LCAP. The sections included within the LCAP template do not and cannot reflect the full development process, just as the LCAP template itself is not intended as a tool for engaging educational partners.

If a county superintendent of schools has jurisdiction over a single school district, the county board of education and the governing board of the school district may adopt and file for review and approval a single LCAP consistent with the requirements in *EC* sections 52060, 52062, 52066, 52068, and 52070. The LCAP must clearly articulate to which entity's budget (school district or county superintendent of schools) all budgeted and actual expenditures are aligned.

The revised LCAP template for the 2021–22, 2022–23, and 2023–24 school years reflects statutory changes made through Assembly Bill 1840 (Committee on Budget), Chapter 243, Statutes of 2018. These statutory changes enhance transparency regarding expenditures on actions included in the LCAP, including actions that contribute to meeting the requirement to increase or improve services for foster youth, English learners, and low-income students, and to streamline the information presented within the LCAP to make adopted LCAPs more accessible for educational partners and the public.

At its most basic, the adopted LCAP should attempt to distill not just what the LEA is doing for students in transitional kindergarten through grade twelve (TK–12), but also allow educational partners to understand why, and whether those strategies are leading to improved opportunities and outcomes for students. LEAs are strongly encouraged to use language and a level of detail in their adopted LCAPs intended to be meaningful and accessible for the LEA's diverse educational partners and the broader public.

In developing and finalizing the LCAP for adoption, LEAs are encouraged to keep the following overarching frame at the forefront of the strategic planning and educational partner engagement functions:

> Given present performance across the state priorities and on indicators in the California School Dashboard (Dashboard), how is the LEA using its budgetary resources to respond to TK–12 student and community needs, and address any performance gaps, including by meeting its obligation to increase or improve services for foster youth, English learners, and low-income students?

LEAs are encouraged to focus on a set of metrics and actions that the LEA believes, based on input gathered from educational partners, research, and experience, will have the biggest impact on behalf of its TK–12 students.

These instructions address the requirements for each section of the LCAP, but may include information about effective practices when developing the LCAP and completing the LCAP itself. Additionally, information is included at the beginning of each section emphasizing the purpose that each section serves.

Plan Summary

Purpose

A well-developed Plan Summary section provides a meaningful context for the LCAP. This section provides information about an LEA's community as well as relevant information about student needs and performance. In order to provide a meaningful context for the rest of the LCAP, the content of this section should be clearly and meaningfully related to the content included in the subsequent sections of the LCAP.

Requirements and Instructions

General Information – Briefly describe the LEA, its schools, and its students in grades TK–12, as applicable to the LEA. For example, information about an LEA in terms of geography, enrollment, or employment, the number and size of specific schools, recent community challenges, and other such information as an LEA wishes to include can enable a reader to more fully understand an LEA's LCAP.

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

Reflections: Identified Need – Referring to the Dashboard, identify: (a) any state indicator for which overall performance was in the "Red" or "Orange" performance category or any local indicator where the LEA received a "Not Met" or "Not Met for Two or More Years" rating AND (b) any state indicator for which performance for any student group was two or more performance levels below the "all student*"* performance. What steps is the LEA planning to take to address these areas of low performance and performance gaps? An LEA that is required to include a goal to address one or more consistently low-performing student groups or low-performing schools must identify that it is required to include this goal and must also identify the applicable student group(s) and/or school(s). Other needs may be identified using locally collected data including data collected to inform the self-reflection tools and reporting local indicators on the Dashboard.

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

Comprehensive Support and Improvement – An LEA with a school or schools identified for comprehensive support and improvement (CSI) under the Every Student Succeeds Act must respond to the following prompts:

- **Schools Identified**: Identify the schools within the LEA that have been identified for CSI.
- **Support for Identified Schools**: Describe how the LEA has or will support the identified schools in developing CSI plans that included a school-level needs assessment, evidence-based interventions, and the identification of any resource inequities to be addressed through the implementation of the CSI plan.
- **Monitoring and Evaluating Effectiveness**: Describe how the LEA will monitor and evaluate the implementation and effectiveness of the CSI plan to support student and school improvement.

Engaging Educational Partners

Purpose

Significant and purposeful engagement of parents, students, educators, and other educational partners, including those representing the student groups identified by LCFF, is critical to the development of the LCAP and the budget process. Consistent with statute, such engagement should support comprehensive strategic planning, accountability, and improvement across the state priorities and locally identified priorities (*EC* Section 52064[e][1]). Engagement of educational partners is an ongoing, annual process.

This section is designed to reflect how the engagement of educational partners influenced the decisions reflected in the adopted LCAP. The goal is to allow educational partners that participated in the LCAP development process and the broader public understand how the LEA engaged educational partners and the impact of that engagement. LEAs are encouraged to keep this goal in the forefront when completing this section.

Statute and regulations specify the educational partners that school districts and COEs must consult when developing the LCAP: teachers, principals, administrators, other school personnel, local bargaining units of the LEA, parents, and students. Before adopting the LCAP, school districts and COEs must share it with the Parent Advisory Committee and, if applicable, to its English Learner Parent Advisory Committee. The superintendent is required by statute to respond in writing to the comments received from these committees. School districts and COEs must also consult with the special education local plan area administrator(s) when developing the LCAP.

Statute requires charter schools to consult with teachers, principals, administrators, other school personnel, parents, and students in developing the LCAP. The LCAP should also be shared with, and LEAs should request input from, schoolsite-level advisory groups, as applicable (e.g., schoolsite councils, English Learner Advisory Councils, student advisory groups, etc.), to facilitate alignment between schoolsite and district-level goals and actions.

Information and resources that support effective engagement, define student consultation, and provide the requirements for advisory group composition, can be found under Resources on the following web page of the CDE's website: https://www.cde.ca.gov/re/lc/.

Requirements and Instructions

Below is an excerpt from the 2018–19 *Guide for Annual Audits of K–12 Local Education Agencies and State Compliance Reporting*, which is provided to highlight the legal requirements for engagement of educational partners in the LCAP development process:

Local Control and Accountability Plan:
For county offices of education and school districts only, verify the LEA:

a) Presented the local control and accountability plan to the parent advisory committee in accordance with Education Code section 52062(a)(1) or 52068(a)(1), as appropriate.

b) If applicable, presented the local control and accountability plan to the English learner parent advisory committee, in accordance with Education Code section 52062(a)(2) or 52068(a)(2), as appropriate.

c) Notified members of the public of the opportunity to submit comments regarding specific actions and expenditures proposed to be included in the local control and accountability plan in accordance with Education Code section 52062(a)(3) or 52068(a)(3), as appropriate.

d) Held at least one public hearing in accordance with Education Code section 52062(b)(1) or 52068(b)(1), as appropriate.

e) Adopted the local control and accountability plan in a public meeting in accordance with Education Code section 52062(b)(2) or 52068(b)(2), as appropriate.

Prompt 1: "A summary of the process used to engage educational partners and how this engagement was considered before finalizing the LCAP."

Describe the engagement process used by the LEA to involve educational partners in the development of the LCAP, including, at a minimum, describing how the LEA met its obligation to consult with all statutorily required educational partners as applicable to the type of LEA. A sufficient response to this prompt must include general information about the timeline of the process and meetings or other engagement strategies with educational partners. A response may also include information about an LEA's philosophical approach to engaging its educational partners.

Prompt 2: "A summary of the feedback provided by specific educational partners."

Describe and summarize the feedback provided by specific educational partners. A sufficient response to this prompt will indicate ideas, trends, or inputs that emerged from an analysis of the feedback received from educational partners.

Prompt 3: "A description of the aspects of the LCAP that were influenced by specific input from educational partners."

A sufficient response to this prompt will provide educational partners and the public with clear, specific information about how the engagement process influenced the development of the LCAP. The response must describe aspects of the LCAP that were influenced by or developed in response to the educational partner feedback described in response to Prompt 2. This may include a description of how the LEA prioritized requests of educational partners within the context of the budgetary resources available or otherwise prioritized areas of focus within the LCAP. For the purposes of this prompt, "aspects" of an LCAP that may have been influenced by educational partner input can include, but are not necessarily limited to:

- Inclusion of a goal or decision to pursue a Focus Goal (as described below)
- Inclusion of metrics other than the statutorily required metrics
- Determination of the desired outcome on one or more metrics
- Inclusion of performance by one or more student groups in the Measuring and Reporting Results subsection
- Inclusion of action(s) or a group of actions
- Elimination of action(s) or group of actions
- Changes to the level of proposed expenditures for one or more actions

- Inclusion of action(s) as contributing to increased or improved services for unduplicated services
- Determination of effectiveness of the specific actions to achieve the goal
- Determination of material differences in expenditures
- Determination of changes made to a goal for the ensuing LCAP year based on the annual update process
- Determination of challenges or successes in the implementation of actions

Goals and Actions

Purpose

Well-developed goals will clearly communicate to educational partners what the LEA plans to accomplish, what the LEA plans to do in order to accomplish the goal, and how the LEA will know when it has accomplished the goal. A goal statement, associated metrics and expected outcomes, and the actions included in the goal should be in alignment. The explanation for why the LEA included a goal is an opportunity for LEAs to clearly communicate to educational partners and the public why, among the various strengths and areas for improvement highlighted by performance data and strategies and actions that could be pursued, the LEA decided to pursue this goal, and the related metrics, expected outcomes, actions, and expenditures.

A well-developed goal can be focused on the performance relative to a metric or metrics for all students, a specific student group(s), narrowing performance gaps, or implementing programs or strategies expected to impact outcomes. LEAs should assess the performance of their student groups when developing goals and the related actions to achieve such goals.

Requirements and Instructions

LEAs should prioritize the goals, specific actions, and related expenditures included within the LCAP within one or more state priorities. LEAs should consider performance on the state and local indicators, including their locally collected and reported data for the local indicators that are included in the Dashboard in determining whether and how to prioritize its goals within the LCAP.

In order to support prioritization of goals, the LCAP template provides LEAs with the option of developing three different kinds of goals:

- Focus Goal: A Focus Goal is relatively more concentrated in scope and may focus on a fewer number of metrics to measure improvement. A Focus Goal statement will be time bound and make clear how the goal is to be measured.

- Broad Goal: A Broad Goal is relatively less concentrated in its scope and may focus on improving performance across a wide range of metrics.

- Maintenance of Progress Goal: A Maintenance of Progress Goal includes actions that may be ongoing without significant changes and allows an LEA to track performance on any metrics not addressed in the other goals of the LCAP.

At a minimum, the LCAP must address all LCFF priorities and associated metrics.

Focus Goal(s)
Goal Description: The description provided for a Focus Goal must be specific, measurable, and time bound. An LEA develops a Focus Goal to address areas of need that may require or benefit from a more specific and data intensive approach. The Focus Goal can explicitly reference the metric(s) by which achievement of the goal will be measured and the time frame according to which the LEA expects to achieve the goal.

Explanation of why the LEA has developed this goal: Explain why the LEA has chosen to prioritize this goal. An explanation must be based on Dashboard data or other locally collected data. LEAs must describe how the LEA identified this goal for focused attention, including relevant consultation with educational partners. LEAs are encouraged to promote transparency and understanding around the decision to pursue a focus goal.

Broad Goal
Goal Description: Describe what the LEA plans to achieve through the actions included in the goal. The description of a broad goal will be clearly aligned with the expected measurable outcomes included for the goal. The goal description organizes the actions and expected outcomes in a cohesive and consistent manner. A goal description is specific enough to be measurable in either quantitative or qualitative terms. A broad goal is not as specific as a focus goal. While it is specific enough to be measurable, there are many different metrics for measuring progress toward the goal.

Explanation of why the LEA has developed this goal: Explain why the LEA developed this goal and how the actions and metrics grouped together will help achieve the goal.

Maintenance of Progress Goal
Goal Description: Describe how the LEA intends to maintain the progress made in the LCFF State Priorities not addressed by the other goals in the LCAP. Use this type of goal to address the state priorities and applicable metrics not addressed within the other goals in the LCAP. The state priorities and metrics to be addressed in this section are those for which the LEA, in consultation with educational partners, has determined to maintain actions and monitor progress while focusing implementation efforts on the actions covered by other goals in the LCAP.

Explanation of why the LEA has developed this goal: Explain how the actions will sustain the progress exemplified by the related metrics.

Required Goals
In general, LEAs have flexibility in determining what goals to include in the LCAP and what those goals will address; however, beginning with the development of the 2022–23 LCAP, LEAs that meet certain criteria are required to include a specific goal in their LCAP.

Consistently low-performing student group(s) criteria: An LEA is eligible for Differentiated Assistance for three or more consecutive years based on the performance of the same student group or groups in the Dashboard. A list of the LEAs required to include a goal in the LCAP based on student group performance, and the student group(s) that lead to identification, may be found on the CDE's Local Control Funding Formula web page at https://www.cde.ca.gov/fg/aa/lc/.

- **Consistently low-performing student group(s) goal requirement:** An LEA meeting the consistently low-performing student group(s) criteria must include a goal in its LCAP focused on improving the performance of the student group or groups that led to the LEA's eligibility for Differentiated

Assistance. This goal must include metrics, outcomes, actions, and expenditures specific to addressing the needs of, and improving outcomes for, this student group or groups. An LEA required to address multiple student groups is not required to have a goal to address each student group; however, each student group must be specifically addressed in the goal. This requirement may not be met by combining this required goal with another goal.

- **Goal Description:** Describe the outcomes the LEA plans to achieve to address the needs of, and improve outcomes for, the student group or groups that led to the LEA's eligibility for Differentiated Assistance.

- **Explanation of why the LEA has developed this goal**: Explain why the LEA is required to develop this goal, including identifying the student group(s) that lead to the LEA being required to develop this goal, how the actions and associated metrics included in this goal differ from previous efforts to improve outcomes for the student group(s), and why the LEA believes the actions, metrics, and expenditures included in this goal will help achieve the outcomes identified in the goal description.

Low-performing school(s) criteria: The following criteria only applies to a school district or COE with two or more schools; it does not apply to a single-school district. A school district or COE has one or more schools that, for two consecutive years, received the two lowest performance levels on all but one of the state indicators for which the school(s) receive performance levels in the Dashboard and the performance of the "All Students" student group for the LEA is at least one performance level higher in all of those indicators. A list of the LEAs required to include a goal in the LCAP based on school performance, and the school(s) that lead to identification, may be found on the CDE's Local Control Funding Formula web page at https://www.cde.ca.gov/fg/aa/lc/.

- **Low-performing school(s) goal requirement:** A school district or COE meeting the low-performing school(s) criteria must include a goal in its LCAP focusing on addressing the disparities in performance between the school(s) and the LEA as a whole. This goal must include metrics, outcomes, actions, and expenditures specific to addressing the needs of, and improving outcomes for, the students enrolled at the low-performing school or schools. An LEA required to address multiple schools is not required to have a goal to address each school; however, each school must be specifically addressed in the goal. This requirement may not be met by combining this goal with another goal.

- **Goal Description:** Describe what outcomes the LEA plans to achieve to address the disparities in performance between the students enrolled at the low-performing school(s) and the students enrolled at the LEA as a whole.

- **Explanation of why the LEA has developed this goal**: Explain why the LEA is required to develop this goal, including identifying the schools(s) that lead to the LEA being required to develop this goal; how the actions and associated metrics included in this goal differ from previous efforts to improve outcomes for the school(s); and why the LEA believes the actions, metrics, and expenditures included in this goal will help achieve the outcomes for students enrolled at the low-performing school or schools identified in the goal description.

Measuring and Reporting Results:
For each LCAP year, identify the metric(s) that the LEA will use to track progress toward the expected outcomes. LEAs are encouraged to identify metrics for specific student groups, as appropriate, including expected outcomes that would reflect narrowing of any existing performance gaps.

Include in the baseline column the most recent data associated with this metric available at the time of adoption of the LCAP for the first year of the three-year plan. LEAs may use data as reported on the 2019 Dashboard for the baseline of a metric only if that data represents the most recent available (e.g., high school graduation rate).

Using the most recent data available may involve reviewing data the LEA is preparing for submission to the California Longitudinal Pupil Achievement Data System (CALPADS) or data that the LEA has recently submitted to CALPADS. Because final 2020–21 outcomes on some metrics may not be computable at the time the 2021–24 LCAP is adopted (e.g., graduation rate, suspension rate), the most recent data available may include a point in time calculation taken each year on the same date for comparability purposes.

The baseline data shall remain unchanged throughout the three-year LCAP.

Complete the table as follows:

- **Metric**: Indicate how progress is being measured using a metric.
- **Baseline**: Enter the baseline when completing the LCAP for 2021–22. As described above, the baseline is the most recent data associated with a metric. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 1 Outcome**: When completing the LCAP for 2022–23, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 2 Outcome**: When completing the LCAP for 2023–24, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 3 Outcome**: When completing the LCAP for 2024–25, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above. The 2024–25 LCAP will be the first year in the next three-year cycle. Completing this column will be part of the Annual Update for that year.
- **Desired Outcome for 2023–24**: When completing the first year of the LCAP, enter the desired outcome for the relevant metric the LEA expects to achieve by the end of the 2023–24 LCAP year.

Timeline for completing the "**Measuring and Reporting Results**" part of the Goal.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for Year 3 (2023–24)
Enter information in this box when completing the LCAP for **2021–22**.	Enter information in this box when completing the LCAP for **2021–22**.	Enter information in this box when completing the LCAP for **2022–23**. Leave blank until then.	Enter information in this box when completing the LCAP for **2023–24**. Leave blank until then.	Enter information in this box when completing the LCAP for **2024–25**. Leave blank until then.	Enter information in this box when completing the LCAP for **2021–22** or when adding a new metric.

The metrics may be quantitative or qualitative; but at minimum, an LEA's LCAP must include goals that are measured using all of the applicable metrics for the related state priorities, in each LCAP year as applicable to the type of LEA. To the extent a state priority does not specify one or more metrics (e.g., implementation of state academic content and performance standards), the LEA must identify a metric to use within the LCAP. For these state priorities, LEAs are encouraged to use metrics based on or reported through the relevant self-reflection tool for local indicators within the Dashboard.

Actions: Enter the action number. Provide a short title for the action. This title will also appear in the action tables. Provide a description of the action. Enter the total amount of expenditures associated with this action. Budgeted expenditures from specific fund sources will be provided in the summary tables. Indicate whether the action contributes to meeting the increase or improved services requirement as described in the Increased or Improved Services section using a "Y" for Yes or an "N" for No. (**Note:** for each such action offered on an LEA-wide or schoolwide basis, the LEA will need to provide additional information in the Increased or Improved Summary Section to address the requirements in *California Code of Regulations*, Title 5 [5 *CCR*] Section 15496(b) in the Increased or Improved Services Section of the LCAP).

> ***Actions for English Learners:*** School districts, COEs, and charter schools that have a numerically significant English learner student subgroup must include specific actions in the LCAP related to, at a minimum, the language acquisition programs, as defined in *EC* Section 306, provided to students and professional development activities specific to English learners.
>
> ***Actions for Foster Youth***: School districts, COEs, and charter schools that have a numerically significant Foster Youth student subgroup are encouraged to include specific actions in the LCAP designed to meet needs specific to Foster Youth students.

Goal Analysis:

Enter the LCAP Year.

Using actual annual measurable outcome data, including data from the Dashboard, analyze whether the planned actions were effective in achieving the goal. Respond to the prompts as instructed.

- Describe the overall implementation of the actions to achieve the articulated goal. Include a discussion of relevant challenges and successes experienced with the implementation process. This must include any instance where the LEA did not implement a planned action or implemented a planned action in a manner that differs substantively from how it was described in the adopted LCAP.

- Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures and between the Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services, as applicable. Minor variances in expenditures or percentages do not need to be addressed, and a dollar-for-dollar accounting is not required.

- Describe the effectiveness of the specific actions to achieve the articulated goal as measured by the LEA. In some cases, not all actions in a goal will be intended to improve performance on all of the metrics associated with the goal. When responding to this prompt, LEAs may assess the effectiveness of a single action or group of actions within the goal in the context of performance on a single metric or group of specific metrics within the goal that are applicable to the action(s). Grouping actions with metrics will allow for more robust analysis of whether the strategy the LEA is using to impact a specified set of metrics is working and increase transparency for educational partners. LEAs are encouraged to use such an approach when goals include multiple actions and metrics that are not closely associated.

- Describe any changes made to this goal, expected outcomes, metrics, or actions to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard or other local data, as applicable.

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students

Purpose

A well-written Increased or Improved Services section provides educational partners with a comprehensive description, within a single dedicated section, of how an LEA plans to increase or improve services for its unduplicated students in grades TK–12 as compared to all students in grades TK–12, as applicable, and how LEA-wide or schoolwide actions identified for this purpose meet regulatory requirements. Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broader understanding of educational partners to facilitate their ability to provide input. An LEA's description in this section must align with the actions included in the Goals and Actions section as contributing.

Requirements and Instructions

Projected LCFF Supplemental and/or Concentration Grants: Specify the amount of LCFF supplemental and concentration grant funds the LEA estimates it will receive in the coming year based on the number and concentration of low income, foster youth, and English learner students.

Projected Additional LCFF Concentration Grant (15 percent): Specify the amount of additional LCFF concentration grant add-on funding, as described in *EC* Section 42238.02, that the LEA estimates it will receive in the coming year.

***Projected Percentage to Increase or Improve Services for the Coming School Year*:** Specify the estimated percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year as calculated pursuant to 5 *CCR* Section 15496(a)(7).

LCFF Carryover — Percentage: Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).

LCFF Carryover — Dollar: Specify the LCFF Carryover — Dollar amount identified in the LCFF Carryover Table. If a carryover amount is not identified in the LCFF Carryover Table, specify an amount of zero ($0).

Total Percentage to Increase or Improve Services for the Coming School Year: Add the Projected Percentage to Increase or Improve Services for the Coming School Year and the Proportional LCFF Required Carryover Percentage and specify the percentage. This is the LEAs percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year, as calculated pursuant to 5 *CCR* Section 15496(a)(7).

Required Descriptions:

For each action being provided to an entire school, or across the entire school district or COE, an explanation of (1) how the needs of foster youth, English learners, and low-income students were considered first, and (2) how these actions are effective in meeting the goals for these students.

For each action included in the Goals and Actions section as contributing to the increased or improved services requirement for unduplicated pupils and provided on an LEA-wide or schoolwide basis, the LEA must include an explanation consistent with 5 *CCR* Section 15496(b). For any such actions continued into the 2021–24 LCAP from the 2017–2020 LCAP, the LEA must determine whether or not the action was effective as expected, and this determination must reflect evidence of outcome data or actual implementation to date.

Principally Directed and Effective: An LEA demonstrates how an action is principally directed towards and effective in meeting the LEA's goals for unduplicated students when the LEA explains how:

- It considers the needs, conditions, or circumstances of its unduplicated pupils;
- The action, or aspect(s) of the action (including, for example, its design, content, methods, or location), is based on these considerations; and
- The action is intended to help achieve an expected measurable outcome of the associated goal.

As such, the response provided in this section may rely on a needs assessment of unduplicated students.

Conclusory statements that a service will help achieve an expected outcome for the goal, without an explicit connection or further explanation as to how, are not sufficient. Further, simply stating that an LEA has a high enrollment percentage of a specific student group or groups does not meet the increase or improve services standard because enrolling students is not the same as serving students.

For example, if an LEA determines that low-income students have a significantly lower attendance rate than the attendance rate for all students, it might justify LEA-wide or schoolwide actions to address this area of need in the following way:

> After assessing the needs, conditions, and circumstances of our low-income students, we learned that the attendance rate of our low-income students is 7 percent lower than the attendance rate for all students. (Needs, Conditions, Circumstances [Principally Directed])
>
> In order to address this condition of our low-income students, we will develop and implement a new attendance program that is designed to address some of the major causes of absenteeism, including lack of reliable transportation and food, as well as a school climate that does not emphasize the importance of attendance. Goal N, Actions X, Y, and Z provide additional transportation and nutritional resources as well as a districtwide educational campaign on the benefits of high attendance rates. (Contributing Action[s])
>
> These actions are being provided on an LEA-wide basis and we expect/hope that all students with less than a 100 percent attendance rate will benefit. However, because of the significantly lower attendance rate of low-income students, and because the actions meet needs most associated with the chronic stresses and experiences of a socio-economically disadvantaged status, we expect that the attendance rate for our low-income students will increase significantly more than the average attendance rate of all other students. (Measurable Outcomes [Effective In])

COEs and Charter Schools: Describe how actions included as contributing to meeting the increased or improved services requirement on an LEA-wide basis are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities as described above. In the case of COEs and charter schools, schoolwide and LEA-wide are considered to be synonymous.

For School Districts Only:

Actions Provided on an LEA-Wide Basis:

Unduplicated Percentage > 55 percent: For school districts with an unduplicated pupil percentage of 55 percent or more, describe how these actions are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities as described above.

Unduplicated Percentage < 55 percent: For school districts with an unduplicated pupil percentage of less than 55 percent, describe how these actions are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities. Also describe how the actions **are the most effective use of the funds** to meet these goals for its unduplicated pupils. Provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

Actions Provided on a Schoolwide Basis:

School Districts must identify in the description those actions being funded and provided on a schoolwide basis, and include the required description supporting the use of the funds on a schoolwide basis.

For schools with 40 percent or more enrollment of unduplicated pupils: Describe how these actions are principally directed to and effective in meeting its goals for its unduplicated pupils in the state and any local priorities.

For school districts expending funds on a schoolwide basis at a school with less than 40 percent enrollment of unduplicated pupils: Describe how these actions are principally directed to and how the actions are the most effective use of the funds to meet its goals for foster youth, English learners, and low-income students in the state and any local priorities.

A description of how services for foster youth, English learners, and low-income students are being increased or improved by the percentage required.

Consistent with the requirements of 5 *CCR* Section 15496, describe how services provided for unduplicated pupils are increased or improved by at least the percentage calculated as compared to the services provided for all students in the LCAP year. To improve services means to grow services in quality and to increase services means to grow services in quantity. Services are increased or improved by those actions in the LCAP that are included in the Goals and Actions section as contributing to the increased or improved services requirement, whether they are provided on an LEA-wide or schoolwide basis or provided on a limited basis to unduplicated students. A limited action is an action that only serves foster youth, English learners, and/or low-income students. This description must address how these action(s) are expected to result in the required proportional increase or improvement in services for unduplicated pupils as compared to the services the LEA provides to all students for the relevant LCAP year.

For any action contributing to meeting the increased or improved services requirement that is associated with a Planned Percentage of Improved Services in the Contributing Summary Table rather than an expenditure of LCFF funds, describe the methodology that was used to determine the contribution of the action towards the proportional percentage. See the instructions for determining the Planned Percentage of Improved Services for information on calculating the Percentage of Improved Services.

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

An LEA that receives the additional concentration grant add-on described in *EC* Section 42238.02 is required to demonstrate how it is using these funds to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent as compared to the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is equal to or less than 55 percent. The staff who provide direct services to students must be certificated staff and/or classified staff employed by the LEA; classified staff includes custodial staff.

Provide the following descriptions, as applicable to the LEA:

An LEA that does not receive a concentration grant or the concentration grant add-on must indicate that a response to this prompt is not applicable.

Identify the goal and action numbers of the actions in the LCAP that the LEA is implementing to meet the requirement to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent.

An LEA that does not have comparison schools from which to describe how it is using the concentration grant add-on funds, such as an LEA that only has schools with an enrollment of unduplicated students that is greater than 55 percent, must describe how it is using the funds to increase the number of credentialed staff, classified staff, or both, including custodial staff, who provide direct services to students at selected schools and the criteria used to determine which schools require additional staffing support.

In the event that an additional concentration grant add-on is not sufficient to increase staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent, the LEA must describe how it is using the funds to retain staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent.

Complete the table as follows:

- Provide the staff-to-student ratio of classified staff providing direct services to students with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of classified staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA. The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA. The staff-to-student ratio must be based on the number of full time equivalent (FTE) staff and the number of enrolled students as counted on the first Wednesday in October of each year.

- Provide the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA. The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA. The staff-to-student ratio must be based on the number of FTE staff and the number of enrolled students as counted on the first Wednesday in October of each year.

Action Tables

Complete the Data Entry Table for each action in the LCAP. The information entered into this table will automatically populate the other Action Tables. Information is only entered into the Data Entry Table, the Annual Update Table, the Contributing Actions Annual Update Table, and the LCFF Carryover Table. With the exception of the Data Entry Table, the word “input” has been added to column headers to aid in identifying the column(s) where information will be entered. Information is not entered on the remaining Action tables.

The following tables are required to be included as part of the LCAP adopted by the local governing board or governing body:

- Table 1: Total Planned Expenditures Table (for the coming LCAP Year)

- Table 2: Contributing Actions Table (for the coming LCAP Year)
- Table 3: Annual Update Table (for the current LCAP Year)
- Table 4: Contributing Actions Annual Update Table (for the current LCAP Year)
- Table 5: LCFF Carryover Table (for the current LCAP Year)

Note: The coming LCAP Year is the year that is being planned for, while the current LCAP year is the current year of implementation. For example, when developing the 2022–23 LCAP, 2022–23 will be the coming LCAP Year and 2021–22 will be the current LCAP Year.

Data Entry Table

The Data Entry Table may be included in the LCAP as adopted by the local governing board or governing body, but is not required to be included. In the Data Entry Table, input the following information for each action in the LCAP for that applicable LCAP year:

- **LCAP Year**: Identify the applicable LCAP Year.
- **1. Projected LCFF Base Grant**: Provide the total amount of LCFF funding the LEA estimates it will receive for the coming school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Grant Program and the Home to School Transportation Program, pursuant to 5 *CCR* Section 15496(a)(8).

  See *EC* sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF apportionment calculations.
- **2. Projected LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants the LEA estimates it will receive on the basis of the number and concentration of unduplicated students for the coming school year.
- **3. Projected Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected LCFF Base Grant and the Projected LCFF Supplemental and/or Concentration Grants, pursuant to 5 *CCR* Section 15496(a)(8). This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the coming LCAP year.
- **LCFF Carryover — Percentage:** Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table from the prior LCAP year. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).
- **Total Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected Percentage to Increase or Improve Services for the Coming School Year and the LCFF Carryover —

Percentage. This is the percentage by which the LEA must increase or improve services for unduplicated pupils as compared to the services provided to all students in the coming LCAP year.

- **Goal #**: Enter the LCAP Goal number for the action.
- **Action #**: Enter the action's number as indicated in the LCAP Goal.
- **Action Title**: Provide a title of the action.
- **Student Group(s)**: Indicate the student group or groups who will be the primary beneficiary of the action by entering "All," or by entering a specific student group or groups.
- **Contributing to Increased or Improved Services?:** Type "Yes" if the action **is** included as contributing to meeting the increased or improved services; OR, type "No" if the action is **not** included as contributing to meeting the increased or improved services.
- If "Yes" is entered into the Contributing column, then complete the following columns:
    - **Scope**: The scope of an action may be LEA-wide (i.e., districtwide, countywide, or charterwide), schoolwide, or limited. An action that is LEA-wide in scope upgrades the entire educational program of the LEA. An action that is schoolwide in scope upgrades the entire educational program of a single school. An action that is limited in its scope is an action that serves only one or more unduplicated student groups.
    - **Unduplicated Student Group(s)**: Regardless of scope, contributing actions serve one or more unduplicated student groups. Indicate one or more unduplicated student groups for whom services are being increased or improved as compared to what all students receive.
    - **Location**: Identify the location where the action will be provided. If the action is provided to all schools within the LEA, the LEA must indicate "All Schools." If the action is provided to specific schools within the LEA or specific grade spans only, the LEA must enter "Specific Schools" or "Specific Grade Spans." Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades transitional kindergarten through grade five), as appropriate.
- **Time Span**: Enter "ongoing" if the action will be implemented for an indeterminate period of time. Otherwise, indicate the span of time for which the action will be implemented. For example, an LEA might enter "1 Year," or "2 Years," or "6 Months."
- **Total Personnel**: Enter the total amount of personnel expenditures utilized to implement this action.
- **Total Non-Personnel**: This amount will be automatically calculated based on information provided in the Total Personnel column and the Total Funds column.

- **LCFF Funds**: Enter the total amount of LCFF funds utilized to implement this action, if any. LCFF funds include all funds that make up an LEA's total LCFF target (i.e., base grant, grade span adjustment, supplemental grant, concentration grant, Targeted Instructional Improvement Block Grant, and Home-To-School Transportation).
    - **Note:** For an action to contribute towards meeting the increased or improved services requirement it must include some measure of LCFF funding. The action may also include funding from other sources, however the extent to which an action contributes to meeting the increased or improved services requirement is based on the LCFF funding being used to implement the action.
- **Other State Funds**: Enter the total amount of Other State Funds utilized to implement this action, if any.
- **Local Funds**: Enter the total amount of Local Funds utilized to implement this action, if any.
- **Federal Funds**: Enter the total amount of Federal Funds utilized to implement this action, if any.
- **Total Funds**: This amount is automatically calculated based on amounts entered in the previous four columns.
- **Planned Percentage of Improved Services**: For any action identified as contributing, being provided on a Limited basis to unduplicated students, and that does not have funding associated with the action, enter the planned quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%). A limited action is an action that only serves foster youth, English learners, and/or low-income students.
    - As noted in the instructions for the Increased or Improved Services section, when identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.

      For example, an LEA determines that there is a need to analyze data to ensure that instructional aides and expanded learning providers know what targeted supports to provide to students who are foster youth. The LEA could implement this action by hiring additional staff to collect and analyze data and to coordinate supports for students, which the LEA estimates would cost $165,000. Instead, the LEA chooses to utilize a portion of existing staff time to analyze data relating to students who are foster youth. This analysis will then be shared with site principals who will use the data to coordinate services provided by instructional assistants and expanded learning providers to target support to students. In this example, the LEA would divide the estimated cost of $165,000 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Planned Percentage of Improved Service for the action.

Contributing Actions Table

As noted above, information will not be entered in the Contributing Actions Table; however, the 'Contributing to Increased or Improved Services?' column will need to be checked to ensure that only actions with a "Yes" are displaying. If actions with a "No" are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the "Yes" responses.

Annual Update Table

In the Annual Update Table, provide the following information for each action in the LCAP for the relevant LCAP year:

- **Estimated Actual Expenditures**: Enter the total estimated actual expenditures to implement this action, if any.

Contributing Actions Annual Update Table

In the Contributing Actions Annual Update Table, check the 'Contributing to Increased or Improved Services?' column to ensure that only actions with a "Yes" are displaying. If actions with a "No" are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the "Yes" responses. Provide the following information for each contributing action in the LCAP for the relevant LCAP year:

- **6. Estimated Actual LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants the LEA estimates it will actually receive based on of the number and concentration of unduplicated students in the current school year.

- **Estimated Actual Expenditures for Contributing Actions**: Enter the total estimated actual expenditure of LCFF funds used to implement this action, if any.

- **Estimated Actual Percentage of Improved Services:** For any action identified as contributing, being provided on a Limited basis only to unduplicated students, and that does not have funding associated with the action, enter the total estimated actual quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%).

    - Building on the example provided above for calculating the Planned Percentage of Improved Services, the LEA in the example implements the action. As part of the annual update process, the LEA reviews implementation and student outcome data and determines that the action was implemented with fidelity and that outcomes for foster youth students improved. The LEA reviews the original estimated cost for the action and determines that had it hired additional staff to collect and analyze data and to coordinate supports for students that estimated actual cost would have been $169,500 due to a cost of living adjustment. The LEA would divide the estimated actual cost of $169,500 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Estimated Actual Percentage of Improved Services for the action.

LCFF Carryover Table

- **9. Estimated Actual LCFF Base Grant**: Provide the total amount of LCFF funding the LEA estimates it will receive for the current school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Grant Program and the Home to School Transportation Program, pursuant to 5 *CCR* Section 15496(a)(8).

- **10. Total Percentage to Increase or Improve Services for the Current School Year:** This percentage will not be entered. The percentage is calculated based on the amounts of the Estimated Actual LCFF Base Grant (9) and the Estimated Actual LCFF Supplemental and/or Concentration Grants (6), pursuant to 5 *CCR* Section 15496(a)(8), plus the LCFF Carryover – Percentage from the prior year. This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the current LCAP year.

Calculations in the Action Tables

To reduce the duplication of effort of LEAs, the Action Tables include functionality such as pre-population of fields and cells based on the information provided in the Data Entry Table, the Annual Update Summary Table, and the Contributing Actions Table. For transparency, the functionality and calculations used are provided below.

Contributing Actions Table

- 4. Total Planned Contributing Expenditures (LCFF Funds)
    - This amount is the total of the Planned Expenditures for Contributing Actions (LCFF Funds) column
- 5. Total Planned Percentage of Improved Services
    - This percentage is the total of the Planned Percentage of Improved Services column
- Planned Percentage to Increase or Improve Services for the coming school year (4 divided by 1, plus 5)
    - This percentage is calculated by dividing the Total Planned Contributing Expenditures (4) by the Projected LCFF Base Grant (1), converting the quotient to a percentage, and adding it to the Total Planned Percentage of Improved Services (5).

Contributing Actions Annual Update Table

Pursuant to *EC* Section 42238.07(c)(2), if the Total Planned Contributing Expenditures (4) is less than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the LEA is required to calculate the difference between the Total Planned Percentage of Improved Services (5) and the Total Estimated Actual Percentage of Improved Services (7). If the Total Planned Contributing Expenditures (4) is equal to or greater than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the Difference Between Planned and Estimated Actual Percentage of Improved Services will display “Not Required.”

- 6. Estimated Actual LCFF Supplemental and Concentration Grants
    - This is the total amount of LCFF supplemental and concentration grants the LEA estimates it will actually receive based on of the number and concentration of unduplicated students in the current school year.
- 4. Total Planned Contributing Expenditures (LCFF Funds)
    - This amount is the total of the Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)

- 7. Total Estimated Actual Expenditures for Contributing Actions
    - This amount is the total of the Estimated Actual Expenditures for Contributing Actions (LCFF Funds)
- Difference Between Planned and Estimated Actual Expenditures for Contributing Actions (Subtract 7 from 4)
    - This amount is the Total Estimated Actual Expenditures for Contributing Actions (7) subtracted from the Total Planned Contributing Expenditures (4)
- 5. Total Planned Percentage of Improved Services (%)
    - This amount is the total of the Planned Percentage of Improved Services column
- 8. Total Estimated Actual Percentage of Improved Services (%)
    - This amount is the total of the Estimated Actual Percentage of Improved Services column
- Difference Between Planned and Estimated Actual Percentage of Improved Services (Subtract 5 from 8)
    - This amount is the Total Planned Percentage of Improved Services (5) subtracted from the Total Estimated Actual Percentage of Improved Services (8)

LCFF Carryover Table

- 10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 + Carryover %)
    - This percentage is the Estimated Actual LCFF Supplemental and/or Concentration Grants (6) divided by the Estimated Actual LCFF Base Grant (9) plus the LCFF Carryover – Percentage from the prior year.
- 11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)
    - This percentage is the Total Estimated Actual Expenditures for Contributing Actions (7) divided by the LCFF Funding (9), then converting the quotient to a percentage and adding the Total Estimated Actual Percentage of Improved Services (8).
- 12. LCFF Carryover — Dollar Amount LCFF Carryover (Subtract 11 from 10 and multiply by 9)
    - If the Estimated Actual Percentage of Increased or Improved Services (11) is less than the Estimated Actual Percentage to Increase or Improve Services (10), the LEA is required to carry over LCFF funds.

      The amount of LCFF funds is calculated by subtracting the Estimated Actual Percentage to Increase or Improve Services (11) from the Estimated Actual Percentage of Increased or Improved Services (10) and then multiplying by the Estimated Actual LCFF Base Grant (9). This amount is the amount of LCFF funds that is required to be carried over to the coming year.

- 13. LCFF Carryover — Percentage (12 divided by 9)
    - This percentage is the unmet portion of the Percentage to Increase or Improve Services that the LEA must carry over into the coming LCAP year. The percentage is calculated by dividing the LCFF Carryover (12) by the LCFF Funding (9).

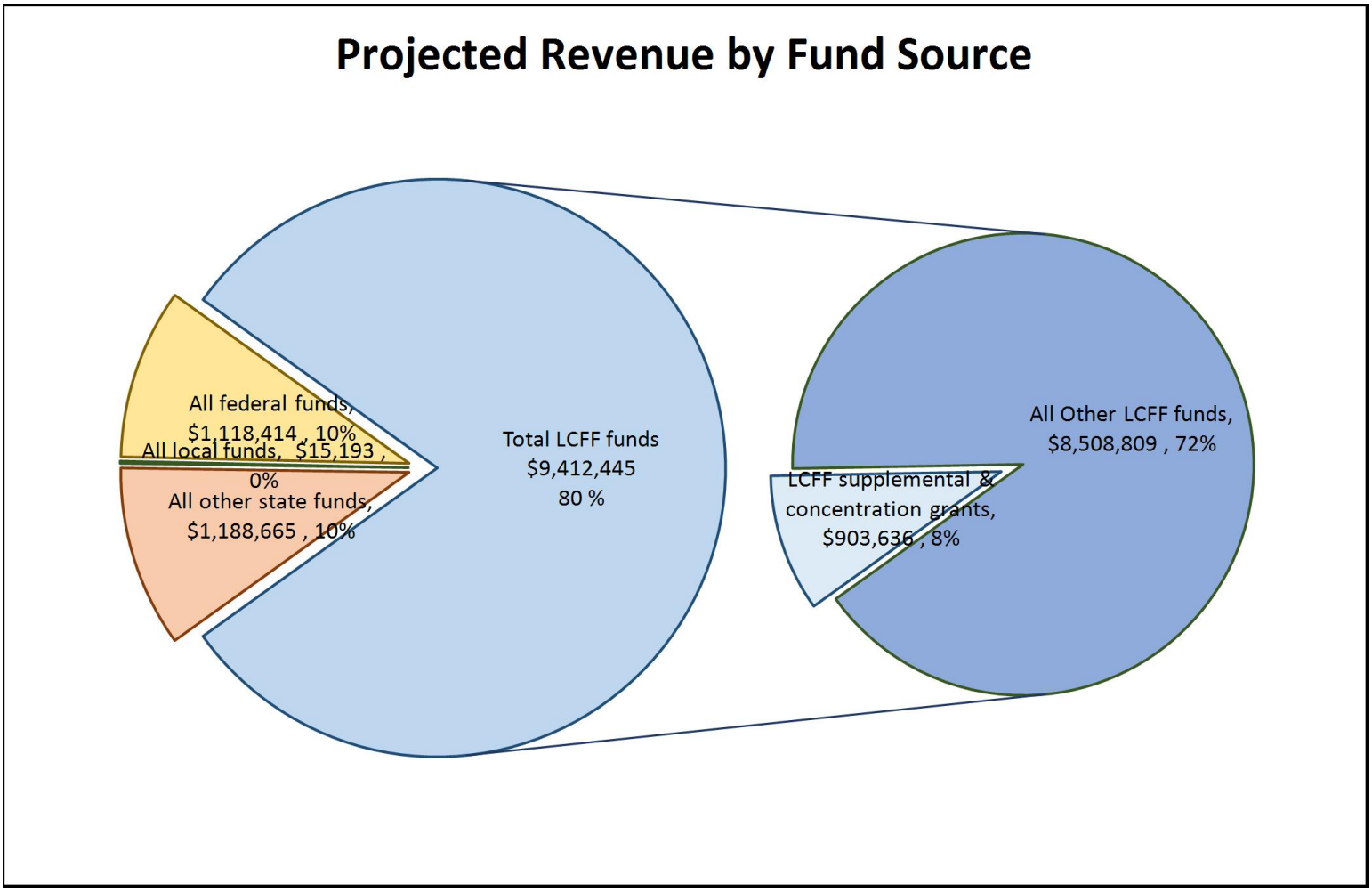
California Department of Education
January 2022

LCFF Budget Overview for Parents

Local Educational Agency (LEA) Name: Compass Charter Schools of Los Angeles
CDS Code: 10623310130880
School Year: 2023-24
LEA contact information:
Elizabeth Brenner
Superintendent, CEO
jlewis@compasscharters.org
(805)358-4761

School districts receive funding from different sources: state funds under the Local Control Funding Formula (LCFF), other state funds, local funds, and federal funds. LCFF funds include a base level of funding for all LEAs and extra funding - called "supplemental and concentration" grants - to LEAs based on the enrollment of high needs students (foster youth, English learners, and low-income students).

Budget Overview for the 2023-24 School Year



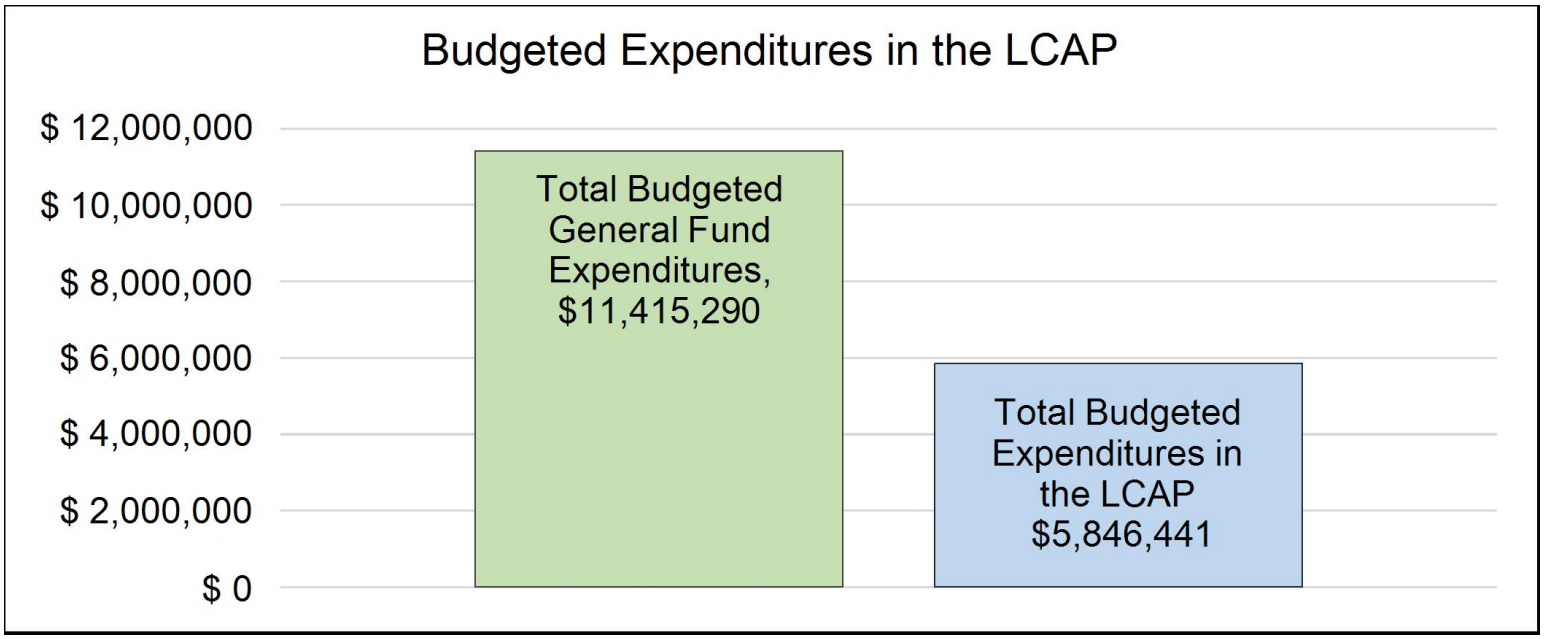
This chart shows the total general purpose revenue Compass Charter Schools of Los Angeles expects to receive in the coming year from all sources.

The text description for the above chart is as follows: The total revenue projected for Compass Charter Schools of Los Angeles is $11,734,716.34, of which $9,412,445.00 is Local Control Funding Formula (LCFF),

$1,188,665.00 is other state funds, $15,192.80 is local funds, and $1,118,413.54 is federal funds. Of the $9,412,445.00 in LCFF Funds, $903,636.00 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 Los Angeles plans to spend for 2023-24. It shows how much of the total is tied to planned actions and services in the LCAP.

The text description of the above chart is as follows: Compass Charter Schools of Los Angeles plans to spend $11,415,290.00 for the 2023-24 school year. Of that amount, $5,846,441.00 is tied to actions/services in the LCAP and $5,568,849.00 is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

Expenditures not included in the LCAP include accounting, administrative, audit, legal and other general operational costs.

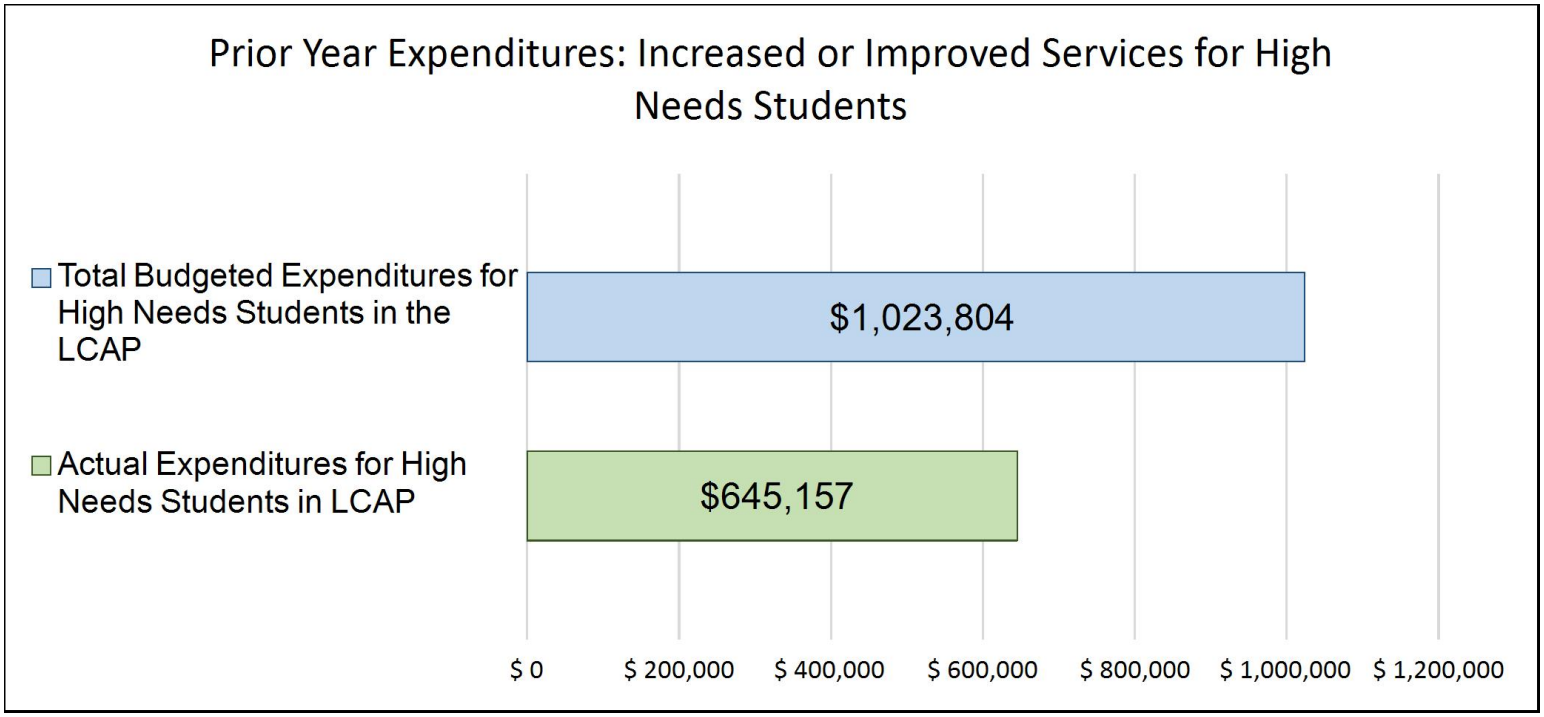
Increased or Improved Services for High Needs Students in the LCAP for the 2023-24 School Year

In 2023-24, Compass Charter Schools of Los Angeles is projecting it will receive $903,636.00 based on the enrollment of foster youth, English learner, and low-income students. Compass Charter Schools of Los Angeles must describe how it intends to increase or improve services for high needs students in the LCAP. Compass Charter Schools of Los Angeles plans to spend $218,629.00 towards meeting this requirement, as described in the LCAP.

Compass strives to serve our high-needs scholars through a variety of supports. Each high-needs scholar has a personalized learning plan tailored to his/her needs. We provide live synchronous classes and office hours to ensure these scholars have the support they need. We have increased our direct support sessions for English Learners and adopted a research-based supplemental

LCFF Budget Overview for Parents

Update on Increased or Improved Services for High Needs Students in 2022-23



This chart compares what Compass Charter Schools 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 Schools 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.

The text description of the above chart is as follows: In 2022-23, Compass Charter Schools of Los Angeles's LCAP budgeted $1,023,804.00 for planned actions to increase or improve services for high needs students. Compass Charter Schools of Los Angeles actually spent $645,157.00 for actions to increase or improve services for high needs students in 2022-23.

The difference between the budgeted and actual expenditures of $378,647.00 had the following impact on Compass Charter Schools of Los Angeles’s ability to increase or improve services for high needs students:

This is year to date spend as of May 9, 2022 and a portion of this includes summer school expenses which have not yet been incurred.

Local Control and Accountability Plan

The instructions for completing the Local Control and Accountability Plan (LCAP) follow the template.

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Compass Charter Schools of Los Angeles	Elizabeth Brenner Superintendent, CEO	ebrenner@compasscharters.org (805)358-4761

Plan Summary [2023-24]

General Information

A description of the LEA, its schools, and its students in grades transitional kindergarten–12, as applicable to the LEA.

Compass Charter Schools of Los Angeles (Compass) is a free, personalized learning, public charter school that offers an alternative for scholars to thrive outside of a traditional brick and mortar environment. Compass is directly funded by the state of California and the federal government. We are authorized by the Acton-Agua Dulce Unified School District for scholars in grades TK-12 who reside in Los Angeles and its adjacent counties and wish to pursue high-quality and rigorous instructional programs via virtual learning.

Our academic programs are designed with our scholars in mind and provide our families with gold standard choices in their virtual education. Compass intentionally matches scholars and families with virtual, at-home, and in-person learning programs that support their lifestyle and vision for success. We provide coordinated academic, social emotional, and college and career readiness support. And, we continuously improve our personalized learning models and influence a more individualized approach throughout the education sector.

In our Online Learning Program, our scholars use Accelerate Education as their curriculum. They are assigned a credentialed supervising teacher (ST) who acts as the Teacher of Record, and supports the scholar by providing both synchronous and asynchronous instruction to personalize scholar learning. Scholars enrolled in our Online Learning Program participate in learning labs each day where they interact with their teacher and peers. During these labs, scholars participate in Advancement Via Individual Determination (AVID) and research-based instructional activities designed by the teacher to engage in their learning. Our personalized learning model provides flexibility with scholar schedules, so each learning lab is recorded for scholars to view if they cannot attend live. The Online Learning Program teachers also provide Q&A office hours, small group instruction, and one on one sessions to further support scholars.

In our Options Learning Program, we partner with home study families to provide flexible options for scholars to thrive academically, socially, and emotionally. The learning coach (parent or legal guardian) is the primary instructor for their scholars and commits to providing a well-rounded education for their child that addresses state standards. Scholars and learning coaches work with their assigned, credentialed ST to develop a custom personalized learning plan for scholars. Throughout the year, families connect with their ST to discuss assigned work,

manage progress, and review scholars' body of work and activity logs. In addition to the academic support, each scholar is allocated educational support funds. These funds are used to purchase non-sectarian curriculum, supplies, lessons, and classes to enhance scholar learning. These materials and services are provided by businesses on our approved community providers list.

In compliance with AB 130 and AB 167, scholars in both programs in grades TK-3 have access to daily live synchronous instruction; scholars in grades 4-8 have weekly live synchronous instruction and daily live interaction opportunities; and scholars in grades 9-12 have access to weekly live synchronous instruction.

Whatever the reason behind scholars' enrollment at Compass, scholars are provided an environment where they can feel safe and inspired to develop into confident, innovative, creative, self-directed learners. Scholars find success at Compass because they have the support of a dedicated staff and their families.

Reflections: Successes

A description of successes and/or progress based on a review of the California School Dashboard (Dashboard) and local data.

Compass uses the Renaissance STAR Assessment as a local measure for scholar academic achievement in Math and Reading for its scholars in grades 1-12. Scholars in TK-2 first take the Early Literacy Assessment to determine if their levels indicate they are ready to take the STAR assessment. During the 2021-2022 school year, participation rates in these assessments were below 70%. The school implemented policies that encourage participation in these assessments and participation rates increased significantly in the Fall and Winter test administrations. The participation rates in all local assessments exceeds 90% for the 2022-2023 school year.

Compass scholars increased in their academic achievement on the CAASPP assessments in several areas when comparing the 2019 results to the 2022 results. In ELA, the percentage of scholars whose achievement was at or above standard in grades 3-8 increased from 39% to 40%. Socioeconomically disadvantaged scholars in grades 3-8 increased their achievement level from 33% to 36% and Grade 11 scholars increased from 42% to 43%.
In Math, scholar achievement in grades 3-8 increased from 18% at or above standard to 24%, and scholars in grade 11 increased from 6% to 18%. Socioeconomically disadvantaged scholars in grades 3-8 increased their achievement level from 12% to 18% and grade 11 scholars increased from 0% to 21%. These achievement levels are indicators of the effectiveness of the implementation and expansion of targeted supports that mitigated learning loss during the pandemic.

The cohort graduation rate increased from 52.5% in 2019 to 64.5% in 2022 and the school is on track to exceed the 70% graduation rate goal for the 2022-2023 school year. Socioeconomically disadvantaged scholars graduated at a higher rate than the school wide percentage at 67.3%.
Compass maintained a low rate of chronic absenteeism at 6.7% and a 0% suspension rate.

Reflections: Identified Need

A description of any areas that need significant improvement based on a review of Dashboard and local data, including any areas of low performance and significant performance gaps among student groups on Dashboard indicators, and any steps taken to address those areas.

While participation in the local assessments has improved, the school did not meet the required 95%, so staff will continue to work with scholars and their families to increase the participation rate.
Low participation rates in CAASPP testing resulted in the school receiving a LOSS penalty that negatively impacted the schools metrics. There will be an added focus on increasing participation rates.

LCAP Highlights

A brief overview of the LCAP, including any key features that should be emphasized.

As the Local Control and Accountability Plan (LCAP) is a three-year plan that is designed and meant to provide full transparency at the local level and encourage valuable input from all educational partners in the community, Compass Charter Schools of Los Angeles (Compass) engaged all educational partners (see “Engaging Educational Partners” for more information) to develop a streamlined, three-year plan aligned to the California Eight State Priorities.

Based on the feedback from our educational partners, Compass developed the following LCAP goals for the 2021-24 academic years:
1. Increase scholar academic achievement in core academic subjects.
2. Increase scholar and parent engagement/involvement.
3. Increase college and career readiness for scholars.
4. Ensure that at-promise scholars are making progress toward earning a high school diploma.

Compass also ensured to include actions in response to the lessons learned from the COVID-19 pandemic and the lingering impacts from the on-going pandemic challenges, such as providing social-emotional/well being opportunities and programs to mitigate scholar learning loss.

Comprehensive Support and Improvement

An LEA with a school or schools eligible for comprehensive support and improvement must respond to the following prompts.

Schools Identified

A list of the schools in the LEA that are eligible for comprehensive support and improvement.

Compass Charter Schools of Los Angeles was identified for Comprehensive Support and Improvement (CSI) Graduation on January 31, 2020. The graduation rate for 2019 was 52.5% which was a decline of 6.6% (as a result of the CDE adjustment of the 2018 Cohort Graduation Rate from 51.7% to 59.2%).

Support for Identified Schools

A description of how the LEA has or will support its eligible schools in developing comprehensive support and improvement plans.

In order to support the increase of the graduation rate to over 67%, Compass has implemented a school-wide Wildly Important Goal (WIG): by focusing on scholar engagement, 100% of our eligible scholars will graduate by the end of the 2023-24 school year. Through this school-wide WIG, all departments have developed their own aligned WIG that guide the goals of our Supervising Teachers (STs) and data collection. Lead and lag measures determine the development and data reporting for this WIG. This WIG data, at the department level, will be shared bimonthly to provide a compelling scoreboard to indicate the lead and lag measures. To further involve the stakeholders in the implementation and progress of the WIG, the goal will provide the focus for all collaborative ideation and work completed in staff committees, divisions and departments, the Parent Advisory Council (PAC), and the Scholar Leadership Council (SLC).
During the 2022-203 school year, the school completed the WASC self-study process. In response to feedback from the visiting team, the school has also added the goal of exceeding the 70% graduation rate in 2022-2023 on the CA Dashboard and achieving a 90% graduation rate by 2028.
The school has contracted with Learner Centered Collaborative to provide professional development and coaching to all leadership staff to support the development and implementation of goals that will result in an increased graduation rate.

In order to ensure that scholars remain on-track for graduation, Compass continues with the implementation of our tutoring program under the MTSS framework. Scholars are identified as needing tier 2 and tier 3 interventions based on diagnostic assessments. From these assessments, skill gaps are identified and an Individual Learning Path (ILP) curriculum will is assigned based on those gaps. The completion of this curriculum, which is used to fill learning gaps specific to reading and math, are monitored by the tutors under the MTSS framework and Supervising Teachers. Also, through our Positive Behavior Interventions and Support (PBIS) model, scholars who show engagement and improvement through this curriculum will be recognized with rewards. The incentives through our PBIS model have contributed to scholar growth and academic achievement, as well as improvement to our school-wide recognition program.
These efforts all support the goal of identifying scholars who need additional support and ensuring that they stay on track for graduation at every level.

Monitoring and Evaluating Effectiveness

A description of how the LEA will monitor and evaluate the plan to support student and school improvement.

Compass Charter Schools of Los Angeles (Compass) will monitor the implementation of the CSI plan to support scholars and school-wide improvement by partnering with Learner Centered Collaborative. Through monthly meetings, the Compass Leadership Team and the Learner Centered Collaborative have built capacity in the instructional systems through and annual growth plan tailored to each staff member. Compass will continue to include all stakeholders in the monitoring process by holding various Leadership Team meetings to review data collected thus far, monthly Town Halls to provide updates and allow time for questions to be asked by staff and answered by our Superintendent. Teams regularly review scholar status and scholars are identified as on-watch or needing intervention based on assessment scores and curriculum progress. We will also continue to hold monthly leadership council meetings led by our scholars, learning coaches (parents) and staff to examine data, propose initiatives, and receive feedback.

Staff have access to a Graduation Cohort report that includes all scholars in grades 9-11 and provides important information about scholar progress towards graduation. Scholars who leave Compass before graduating are provided with support in transitioning to another educational environment. The records department ensures that families are contacted in order to verify that scholars have enrolled in other school and are not disconnected from their education.

Compass has a comprehensive Multi-Tiered System of Supports (MTSS) framework, supported by the Advancement Via Individual Determination (AVID) mindset, whereby scholars needing Tier 2 or Tier 3 support are invited to tutoring sessions to address math and reading skill gaps whereby tutors use supplemental curriculum through to address scholar needs. Scholars qualify for Tier 2 and 3 supports based on data gathered through diagnostic assessments and observations by the instructional staff and learning coaches. Tier 1 includes all core instruction held in various subjects for all grade levels. Progress is monitored at regular intervals and referrals for additional assessments or interventions are made as needed. The effectiveness is determined by course progress and improvement on supplemental assessments and benchmark data. The Assessment Coordinator provides the data from each diagnostic assessment to the ST, Scholar Success Coordinator, and tutors. Tutors under the MTSS framework provide targeted, 30-minute synchronous sessions that target specific skill gaps, as indicated in the diagnostic assessment and ILP supplemental curriculum to provide additional support and instruction to address needs.

Engaging Educational Partners

A summary of the process used to engage educational partners and how this engagement was considered before finalizing the LCAP.

Leadership Team Meeting (January 24, 2023). During this leadership meeting, the leadership team reviewed the LCAP timeline and current data collection and analysis procedures.

Parent Advisory Council (March 17, 2023). During this month's meeting, we discussed the mid-year LCAP update. Parents reviewed the current metrics and actions for each goal and provided feedback on how the school might increase parent engagement by recruiting parents to serve on the council.

Board of Directors Meeting (March 25, 2023). During this Board of Directors meeting, the mid-year LCAP update was shared with the board and discussed. The feedback was positive regarding the increase in dashboard measures and the board supports maintaining the current goals.

Annual Planning Survey (April 3-14, 2023). The annual planning survey was distributed to all education partners. We had over 200 responses.The results from the survey were used to inform the update of the LCAP.

Leadership Team Meeting (April 25th, 2023). During this leadership meeting, the team reviewed and discussed the annual planning survey results. They broke into teams to focus on each goal and provided recommendations for adjustments to the plan based on the feedback collected in the survey..
Monday Morning Memo (May 8, 2023) The superintendent recorded a video that reviewed the responses to the annual planning survey. This was distributed to all families and added to the school's Youtube channel.

Scholar Leadership Council (May 9, 2023). During this month's meeting, we discussed the Annual Planning survey results. Scholars provided ideas to increase engagement, including more in-person activities and clubs. They also provided ideas of how scholars can connect virtually and share ideas in a safe space.

Parent Advisory Council (May 12, 2023). During this meeting, we reviewed the annual planning survey results. Parents discussed ways to increase in-person opportunities through regular park days, coffee with the Superintendent, and possibly changing the scholar club days to avoid holidays.They also discussed increasing offerings at the school store and encouraging families to wear school logos in their community.

Board of Directors Public Hearing (May 20, 2023). During this Board of Directors Public Hearing, we reviewed and discussed the goals and actions set for the LCAPs. Board members inquired about the process for getting into the actions and for reaching the goals established in the LCAPs.

Board of Directors Meeting (June 24, 2023). Final Local Control and Accountability Plan approval.

A summary of the feedback provided by specific educational partners.

Feedback from parents and scholars was focused on increasing engagement by offering more in-person opportunities and increasing the ways that parents and scholars can connect virtually outside of the regular school schedule.

Staff feedback included suggestions for increasing participation in standardized testing and in scholar participation in support services. The data shows the support services that are being offered are effective when scholars take advantage of them. The school's dashboard measures in ELA and Math are severely impacted by the LOSS penalty due to low participation rates.

A description of the aspects of the LCAP that were influenced by specific input from educational partners.

A participation metric for CAASPP has been added to Goal 1 to ensure that education partners understand the impact of low participation on the Dashboard.

No additional changes have been made to the goals, metrics and activities becasue they support the feedback.

Goals and Actions

Goal

Goal #	Description
1	Increase scholar academic achievement in core academic subjects.

An explanation of why the LEA has developed this goal.

To ensure all scholars have access to rigorous curricula to prepare them for the demands of state standards, as well as a system of assessment to monitor progress and inform instruction and the implementation of responsive interventions to meet each scholar's needs.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Maintain ample Standards-aligned curricula and resources	Standards-aligned: 5 of 5 subjects	- 5 of 5 subjects	Standards-aligned: 5 of 5 subjects		Standards-aligned: 5 of 5 subjects
State-mandated Assessments (School-wide, SED) • SBAC ELA - Grades 3-8, 11 (Meet/Exceed) • SBAC Math - Grades 3-8, 11 (Meet/Exceed) • CAST- (Meet/Exceed)	Compass Grades 3-8, 11 Scholars (2019) Schoolwide • SBAC ELA (3-8) 39% • SBAC ELA (11) 53% • SBAC Math (3-8) 18% • SBAC Math (11) 6% • CAST 18% SED • SBAC ELA (3-8) 33%	• Compass Grades 3-8, 11 Scholars (2022) Schoolwide • SBAC ELA (3-8) 39.6% • SBAC ELA (11) 52.5% • SBAC Math (3-8) 23.74% • SBAC Math (11) 18.42% • CAST 26.67%	TBD		SBAC Grades 3-8, 11 Scholars Schoolwide • SBAC ELA (3-8) 50% • SBAC ELA (11) 60% • SBAC Math (3-8) 30% • SBAC Math (11) 12% • CAST 25%

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
	• SBAC ELA (11) 42% • SBAC Math (3-8) 12% • SBAC Math (11) 0% • CAST 8%	SED • SBAC ELA (3-8) 35.85% • SBAC ELA (11) 42.86% • SBAC Math (3-8) 18% • SBAC Math (11) 21.43% • CAST 25%			SED • SBAC ELA (3-8) 45% • SBAC ELA (11) 50% • SBAC Math (3-8) 25% • SBAC Math (11) 15% • CAST 20%
Percent of scholars at/ above grade level and demonstrating growth on Spring Internal ELA assessments Grades 3-8 Grade 11	Spring 2022 Internal ELA Assessment Grades 3-8 • 59.6% "At/Above Grade-level" • 63.4% Demonstrated growth Grade 11 • 48.6% "At/Above Grade-level" • 71.9% Demonstrated growth	Spring 2022 Internal ELA Assessment Grades 3-8 • 59.6% "At/Above Grade-level" • 63.4% Demonstrated growth Grade 11 • 48.6% "At/Above Grade-level" • 71.9% Demonstrated growth	Winter 2023 Internal ELA Assessment Grades 3-8 • 57.3% "At/Above Grade-level" • 66.9% Demonstrated growth Grade 11 • 70% "At/Above Grade-level" • 74.5% Demonstrated growth		Spring Internal ELA Assessment Grades 3-8 • 65% "At/Above Grade-level"- • 75% Demonstrated growth o Grade 11 • 75% "At/Above Grade-level"- • 75% Demonstrated growth

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Percent of scholars at/ above grade level and demonstrating growth on Spring Internal Math assessments Grades 3-8 Grade 11	Spring 2022 Internal Math Assessment Grades 3-8 • 56.8% "At/Above Grade-level" • 59.1% Demonstrated growth Grade 11 • 57.1% "At/Above Grade-level" • 58.6% Demonstrated growth •	Spring 2022 Internal Math Assessment Grades 3-8 • 56.8% "At/Above Grade-level" • 59.1% Demonstrated growth Grade 11 • 57.1% "At/Above Grade-level" • 58.6% Demonstrated growth	Winter 2023 Internal Math Assessment Grades 3-8 • 58% "At/Above Grade-level" • 58.2% Demonstrated growth Grade 11 • 57.9% "At/Above Grade-level" • 58.2% Demonstrated growth		Spring Internal Math Assessment Grades 3-8 • 65% "At/Above Grade-level"- • 65% Demonstrated growth over previous year- Grade 11 • 65% "At/Above Grade-level"- • 65% Demonstrated growth over previous year-
Chronic Absenteeism	Chronic Absenteeism (2019 CA Dashboard) 6.02%	Chronic Absenteeism (2022 CA Dashboard) 6.7%	As of May 2023 9.27%		Chronic Absenteeism (CA Dashboard) <4%
Decrease the Cohort Dropout Rate	Cohort Dropout Rate 42.7%	Cohort Dropout Rate 35.5%	As of May 2023 14.29%		Cohort Dropout Rate 15%

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
EL Reclassification Rate	EL Reclassification Rate (2019) • 24%	EL Reclassification Rate (2022) • 18%	TBD		EL Reclassification Rate >25%
ELPI Status Level	The ELPI Status Level • Data suppressed due to privacy	ELPI Status= Low 32.3% making progress	As of May 2023 14%		“Medium” - 45% to less than 55% of EL students increased at least one ELPI level or maintained the ELP criterion (Level 4).
CAASPP Participation Rate	2022 Participation Rate 68.87%	2022 Participation Rate 68.87%	As of May 2023 76%		>95% Participation rate

Actions

Action #	Title	Description	Total Funds	Contributing
1.1	1.1 a Basic Services - Teachers	All scholars will have all access to supervising teachers who are appropriately credentialed, properly assigned to courses, and maintain the required 25:1 ADA to FTE ratio. (Funding Sources: LCFF)	$2,032,200.00	Yes
1.2	1.1b Basic Services - Common Core Curriculum	All scholars will have access to core curriculum which is Common Core-aligned. (Funding Sources: LCFF)	$80,921.00	No
1.3	1.1c Basic Services - Advancement Via	All teachers will utilize AVID instructional strategies in their live synchronous sessions, as well as asynchronous sessions.	$4,000.00	Yes

Action #	Title	Description	Total Funds	Contributing
	Individual Determination (AVID)	(Funding Sources: LCFF)		
1.4	1.2a Multi-Tiered System of Supports (MTSS) and Positive Behavior Interventions & Supports (PBIS)	All scholars will be supported through the Multi-Tiered System of Supports (MTSS) framework, with a focus on Positive Behavioral Interventions and Supports (PBIS). (Funding Sources: LCFF,Title I)	$9,323.00	Yes
1.5	1.2b Multi-Tiered System of Supports (MTSS) and Response to Intervention (RtI)	All scholars will be supported through the Multi-Tiered System of Supports (MTSS) framework, with a focus on Response to Intervention (RtI). Scholars who are identified as needing Tier 2 and Tier 3 levels of support will have access to tutoring services. (Funding Sources: LCFF, ESSER III)	$74,349.00	Yes
1.6	1.2c Multi-Tiered System of Supports (MTSS) and Social Emotional Learning (SEL) and Well-Being	All scholars will be supported through the Multi-Tiered System of Supports (MTSS) framework, with a focus on Social Emotional Learning (SEL) and well-being.		No
1.7	1.3a Staff Development Onboarding	All new staff will participate in a 90-day onboarding program facilitated by the Human Resources Department. (Funding Sources: LCFF)	$53,455.00	No
1.8	1.3b Staff Development - Professional Learning	All staff will have access to professional learning through conferences, internal professional learning sessions, and workshops. (Funding Sources: LCFF, CSI, Title II)	$113,000.00	No

Action #	Title	Description	Total Funds	Contributing
1.9	1.3c Staff Development - Leadership Development	All staff in a leadership pipeline will be supported with a leadership development program. (Funding Sources: LCFF, CSI, Educator Effectiveness Grant, Title II)	$63,700.00	No
1.10	1.4 Orientation - Scholar and Learning Coach	All scholars and learning coaches will be offered an orientation, which will include strategies to be successful in our program as well as resources to support their educational journey. (Funding Sources: LCFF)	$30,135.00	No
1.11	1.5a Supports for Unduplicated Scholars - Foster and Homeless Youth	The Operations Department, through its McKinney-Vento Liaison, will make resources and programs available to scholars and their families experiencing homelessness and/or in foster care. (Funding Sources: Title I)	$25,830.00	Yes
1.12	Supports for Unduplicated Scholars - Free and Reduced	The Operations Department will deploy its team to create and/or identify resources and programs for scholars identified as socially-economically disadvantaged.		Yes
1.13	1.6a Targeted Intervention - English Learners	The English Language Learning Department will make supplemental resources and programs available to scholars to target increased English language acquisition/proficiency and academic achievement. (Funding Sources: Title I)	$70,600.00	Yes
1.14	1.6b Targeted Intervention - Students with Disabilities	The Special Education Department will make supplemental resources and programs accessible to scholars to target increased achievement in both English/Language Arts and mathematics. (Funding Sources: LCFF)		No Yes

Action #	Title	Description	Total Funds	Contributing

Goal Analysis [2022-23]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

There are no substantiative differences in planned actions and actual implementation of these actions.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

The school determined that four of the actions (1.1a $1.864.759, 1.1c 3707.19, 1.2a $14,418, and 1.2b $137,830) that should have been labeled as contributing to increased and improved services were not. This will be corrected in the upcoming year. Allocation of funds for the AVID program were increased based on prior year spending.

An explanation of how effective the specific actions were in making progress toward the goal.

Compass scholars increased in their academic achievement on the CAASPP assessments in several areas when comparing the 2019 results to the 2022 results. In ELA, the percentage of scholars whose achievement was at or above standard in grades 3-8 increased from 39% to 40%. Socioeconomically disadvantaged scholars in grades 3-8 increased their achievement level from 33% to 36% and Grade 11 scholars increased from 42% to 43%.
In Math, scholar achievement in grades 3-8 increased from 18% at or above standard to 24%, and scholars in grade 11 increased from 6% to 18%. Socioeconomically disadvantaged scholars in grades 3-8 increased their achievement level from 12% to 18% and grade 11 scholars increased from 0% to 21%. These achievement levels are indicators of the effectiveness of the implementation and expansion of targeted supports that mitigated learning loss during the pandemic.

The cohort graduation rate increased from 52.5% in 2019 to 64.5% in 2022 and the school is on track to exceed the 70% graduation rate goal for the 2022-2023 school year. Socioeconomically disadvantaged scholars graduated at a higher rate than the school wide percentage at 67.3%.
Compass maintained a low rate of chronic absenteeism at 6.7% and a 0% suspension rate.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

A participation rate metric will be added to ensure that the school reaches the 95% participation rate.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Goals and Actions

Goal

Goal #	Description
2	Increase scholar and parent engagement/involvement.

An explanation of why the LEA has developed this goal.

The engagement of both scholars and parents is essential to the success of our community. Compass Charter Schools of Los Angeles (Compass) seeks to provide opportunities for parents to be meaningfully engaged in their scholar's educational journey and provide input on areas to improve the experience of scholars in alignment with the goals of the approved charter petition. Equally important is to maintain the engagement of our scholars to promote their academic growth, social-emotional wellness, and dedication to becoming self-motivated, life-long learners.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Attendance Rates (P2 Reporting)	Attendance Rates (P2 Reporting) • Track A - 95.24% • Track S - 82.78%	- 97.04%	2022 P1 97.52%		Attendance Rates (P2 Reporting) 95%
Suspension Rate	Suspension Rate 0%	- 0%	0		Suspension Rate 0%
Engagement Offering Satisfaction	Satisfaction of Engagement Offerings 97.5%	Satisfaction of Engagement Offerings 97.5%	Satisfaction of Engagement Offerings 96%		Satisfaction of Engagement Offerings Rate 85%
Parent Advisory Council Meetings	Parent Advisory Council Meetings: 4 per year	- 5 meetings	5 meetings		Parent Advisory Council Meetings: 4 per year

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Scholar Leadership Council Meetings	Scholar Leadership Council Meetings: 7 per year	- 10 meetings	10 meetings		Scholar Leadership Council Meetings: 7 per year
Parent Participation in Academic Monitoring Activities (i.e. Parent-Teacher Conferences, Connection Meetings, etc.)	Percentage of Parents participating in academic monitoring activities: 69%	- 87%	94%		Percentage of Parents participating in academic monitoring activities: Between 90 - 100%
Scholar Participation in Academic Learning Activities (i.e. Learning Labs, Demonstration of Learning, etc.)	Participation of Scholars participating in academic learning activities	- 50% participation in 30% or more synchronous instruction	TBD		Participation of Scholars participating in academic learning activities: Between 90 - 100%
Participation in Annual Satisfaction/LCAP Survey • Scholars • Parents • Staff	Participation in Annual Satisfaction/LCAP Survey • Scholars • Parents • Staff	• 32% Scholars • 40% Parents • 38% Staff	• 30% Scholars • 33% Parents • 37% Staff		Participation in Annual Satisfaction/LCAP Survey • Scholars • Parents • Staff

Actions

Action #	Title	Description	Total Funds	Contributing
2.1	2.1a Learning Coach Academy	Compass will offer a Learning Coach Academy program that covers support topics of interest for learning coaches.		No

Action #	Title	Description	Total Funds	Contributing
2.2	2.1b Summer Session	Compass will offer a Summer Session that utilizes online courses and/or academic subscriptions to increase K-8 scholar engagement. (Funding Sources: ESSER III)		No
2.3	2.1c Scholar Attendance	All teachers will offer engaging live synchronous sessions, as well as asynchronous sessions. (Funding Sources: LCFF)	$7,715.00	No
2.4	2.1d Scholar Attendance Counseling	Compass will provide live Social Emotional Learning groups led by counselors to promote academic and enrichment engagement by addressing the social-emotional needs of scholars. Funding Sources: LCFF)	$341,380.00	No
2.5	2.2a Scholar Celebrations	Compass will provide end-of-year celebrations. (Funding Sources: LCFF)		No
2.6	2.2b Scholar Recognition	Compass will provide scholar recognition opportunities throughout the school year. Funds allocated in 2.3c		No
2.7	2.2c Parent Recognition	Compass will provide parent recognition opportunities throughout the school year.		No
2.8	2.3a Scholar Extracurricular Activities	Compass will provide a variety of extracurricular activities, such as field trips, virtual scholar workshops, and scholar-led clubs. Funds allocated in 2.3c		No

Action #	Title	Description	Total Funds	Contributing
2.9	2.3b Community Service	Compass will provide a variety of community service opportunities to emboldened our scholars to be community leaders and for all staff to give back to our communities. Funds allocated in 2.3c		No
2.10	2.3c Scholar Enrichment	Compass will provide a variety of enrichment activities to encourage scholars to collaborate, learn, and further develop their educational experience. Funding Sources: LCFF)	$48,555.00	No
2.11	2.3d Parent Enrichment	Compass will provide a variety of enrichment activities for parents to encourage parents to collaborate, learn, and further support their scholars educational experience.		No
2.12	2.4a School Communication	Compass will provide tools to support one and two way communications with its educational partners.		No
2.13	2.4b Technology Access	Compass will provide technology access to scholars who are unable to access required educational offerings. (Funding Sources: LCFF, Title IV)	$10,000.00	Yes
2.14	2.5 Staff Development - Professional Learning	All staff will have access to professional learning through conferences, internal professional learning sessions, and workshops.		No

Action #	Title	Description	Total Funds	Contributing
2.15	2.6 Military-Connected Support	Our dedicated Scholar Community Advocate will make resources and programs available to military families and scholars. These services will include transition support, enrollment, deployment support, and referrals to military community partners.		No

Goal Analysis [2022-23]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

Planned actions were implemented without significant variation from the plan.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

here were no material differences between budgeted and actual expenditures.

An explanation of how effective the specific actions were in making progress toward the goal.

Scholar attendance has increased. Scholar participation in learning labs has increased. Parent and scholar participation in councils has continued. The suspension rate remains low.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

No changes were made.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Goals and Actions

Goal

Goal #	Description
3	Increase college and career readiness for scholars.

An explanation of why the LEA has developed this goal.

Compass Charter Schools of Los Angeles scholars, as described in Goal 1, must have access to an instructional program which meets the requirements for post-secondary success, be that at an institute of higher learning or in a career of their choice. As such, all scholars must receive a high quality program which provides them with the requisite skills for success after graduation.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Graduation Rate (CA Dashboard)	2019 CA Dashboard): Graduation Rate 52.5%	64.5%	Projected: 85%		Graduation Rate (CA Dashboard): 65%
Graduates A-G Course Completion (UC/CSU eligibility)	2019-2020 10%	17%	TBD		30% A-G Course Completion
Concurrent Enrollment	2019-2020 Concurrent Enrollment 7.8%	29%	TBD		20% of scholars will have enrolled into at least one concurrent course
Scholars “Prepared” for College/Career (CA Dashboard)	(2018-19 Dashboard) 15.7% Prepared	Not Reported	TBD		25% College Career Indicator “Prepared”

Actions

Action #	Title	Description	Total Funds	Contributing
3.1	3.1a Summer Session	Compass will offer a Summer Session for high school scholars wishing to earn extra credits in online classrooms. (Funding Sources: LCFF, ESSER III)	$25,608.00	No
3.2	3.1b Summer Tutoring	Compass will offer access to a tutoring platform to support scholars with successful completion of Summer Session courses that lead to A-G course preparation or completion. (Funding Sources: A-G Completion Improvement Grant)		No
3.3	3.2a A-G Coursework	Compass will ensure all scholars have access to A-G approved courses, either through a preferred curriculum provider or through internally developed courses. (Funding Sources: LCFF, A-G Completion Improvement Grant)		No
3.4	3.2b Dual Enrollment	Compass will partner with community colleges and Universities to incorporate dual enrollment in the 4-year plan for all high school scholars. (Funding Sources: LCFF)		No
3.5	3.2c AVID Elective	Compass will provide AVID courses to middle and high school scholars and provide the opportunity for them to earn the AVID Elective Digital Badge after completing the courses. (Funding Sources: LCFF)	$35,200.00	No

Action #	Title	Description	Total Funds	Contributing
3.6	3.3a Recognized ASCA Model Program (RAMP)	Compass will implement the ASCA model program and apply to become a RAMP School in the 2022-23 school year. (Funding Sources: LCFF, Educator Effectiveness Grant)	$41,662.00	No
3.7	3.4a Family College Awareness/Preparation	Compass will provide scholar and parent training and resources on A-G requirements, going to college, completing a college and career application, completing a FAFSA, applying for scholarships, and general college entrance exam information. Encourage all Seniors to apply to a college, university, career-based training institution, or military.		No
3.8	3.4b Partnerships with organizations for financial aid, college tours, etc.	Compass will partner with various providers to expand college readiness opportunities.		No
3.9	3.5a Staff Development - Professional Learning	All staff will have access to professional learning through conferences, internal professional learning sessions, and workshops. Funds allocated in 1.3b		No

Goal Analysis [2022-23]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

There were no substantive differences in planned and actual actions

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

There were no material differences between budgeted and actual expenditures.

An explanation of how effective the specific actions were in making progress toward the goal.

The graduation rate has increased from 52.5% t0 64.5%. Socioeconomically disadvantaged scholars graduated at a higher rate than the school wide rate at 67.3%.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

No changes were made to the plan.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Goals and Actions

Goal

Goal #	Description
4	Ensure that at-promise scholars are making progress toward earning a high school diploma.

An explanation of why the LEA has developed this goal.

Compass Charter Schools of Los Angeles offers a unique model for addressing the current needs of scholars/families. This goal has been added to allow for continuous monitoring of our scholars who entered the Compass programs at various levels of high school with credit deficits and will enable our staff to develop strategic support systems to ensure these scholars persist to graduation albeit on an extended timeline. Compass Charter schools will monitor scholars identified as at-promise (including current scholars and late entrants) to develop strategic support systems to ensure these scholars persist to graduation albeit on an extended timeline.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Accelerated Course Options Program (ACOP)	2019-2020 12.4% participation in ACOP for at-promise scholars	- 25%	TBD		60% participation in ACOP for at-promise scholars
Extended Graduation (5+ years to earn diploma)	2019-2020 5th Year Cohort 3%	• 13%	TBD		0% 5th Year Cohort

Actions

Action #	Title	Description	Total Funds	Contributing
4.1	4.1 At- Promise Interventions/Supports	Compass will use data from our benchmark assessments to identify potentially at-promise scholars and implement our MTSS tiered intervention framework to ensure they are supported.		No

Action #	Title	Description	Total Funds	Contributing
4.2	4.2 Summer Session	Compass will offer Summer Session for at-promise scholars who are deficient in credits for graduating within their cohort and for scholars who are at-promise for entering high school with a skill gap. Funds allocated in 3.1		Yes
4.3	4.3 Extended Graduation Plan	Compass will develop an extended graduation plan and program to ensure at-promise scholars have a realistic pathway and expectations for earning a high school diploma.		Yes
4.4	4.4 Staff Development - Professional Learning	All staff will have access to professional learning through conferences, internal professional learning sessions, and workshops. Funds allocated in 1.3b		No

Goal Analysis [2022-23]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

There were no substantive differences in planned and actual actions.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

There were no material differences between budgeted and actual expenditures.

An explanation of how effective the specific actions were in making progress toward the goal.

The graduation rate has increased from 52.5% t0 64.5%. Socioeconomically disadvantaged scholars graduated at a higher rate than the school wide rate at 67.3%.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

No changes were made to the plan.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students [2023-24]

Projected LCFF Supplemental and/or Concentration Grants	Projected Additional LCFF Concentration Grant (15 percent)
1027058	0

Required Percentage to Increase or Improve Services for the LCAP Year

Projected Percentage to Increase or Improve Services for the Coming School Year	LCFF Carryover — Percentage	LCFF Carryover — Dollar	Total Percentage to Increase or Improve Services for the Coming School Year
10.79%	0.00%	$0.00	10.79%

The Budgeted Expenditures for Actions identified as Contributing may be found in the Contributing Actions Table.

Required Descriptions

For each action being provided to an entire school, or across the entire school district or county office of education (COE), an explanation of (1) how the needs of foster youth, English learners, and low-income students were considered first, and (2) how these actions are effective in meeting the goals for these students.

The Compass Charter Schools of Los Angeles (Compass) Leadership Team met several times throughout the year to review the goals they set for the LCAP. Everyone in the meeting representing various divisions and departments of the organization had input on adjusting the goals and actions and prioritized the needs of Foster Youth, English Learners, and Low-income scholars by hiring dedicated staff specifically to monitor and support these special populations including a McKinney-Vento Liaison and English Learner Tutors.

A description of how services for foster youth, English learners, and low-income students are being increased or improved by the percentage required.

Our dedicated McKinney-Liaison will make resources and programs available to scholars and their families experiencing homelessness and/or are in foster care. The Liaison will continue to attend professional development training and PLC’s to ensure all targeted services are the most current available. English learners will continue to receive direct support sessions via trained EL tutors and access to Lexia for increasing language fluency and increasing our reclassification rates. Low-income scholars will continue to have access to MTSS tutoring to close skill gaps and/or 24/7 access to an online tutoring system.

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

Compass Charter Schools of Los Angeles did not receive any additional LCFF Concentration Grant funds.

Staff-to-student ratios by type of school and concentration of unduplicated students	Schools with a student concentration of 55 percent or less	Schools with a student concentration of greater than 55 percent
Staff-to-student ratio of classified staff providing direct services to students	25:1 ADA to FTE ratio	
Staff-to-student ratio of certificated staff providing direct services to students	25:1 ADA to FTE ratio	

2023-24 Total Expenditures Table

Totals	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Total Personnel	Total Non-personnel
Totals	$2,654,411.00	$57,271.00		$355,951.00	$3,067,633.00	$2,630,972.00	$436,661.00

Goal	Action #	Action Title	Student Group(s)	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
1	1.1	1.1 a Basic Services - Teachers	English Learners Foster Youth Low Income	$2,032,200.00				$2,032,200.00
1	1.2	1.1b Basic Services - Common Core Curriculum	All	$80,921.00				$80,921.00
1	1.3	1.1c Basic Services - Advancement Via Individual Determination (AVID)	Low Income	$4,000.00				$4,000.00
1	1.4	1.2a Multi-Tiered System of Supports (MTSS) and Positive Behavior Interventions & Supports (PBIS)	English Learners Foster Youth Low Income	$9,323.00				$9,323.00
1	1.5	1.2b Multi-Tiered System of Supports (MTSS) and Response to Intervention (RtI)	English Learners Foster Youth Low Income				$74,349.00	$74,349.00
1	1.6	1.2c Multi-Tiered System of Supports (MTSS) and Social Emotional Learning (SEL) and Well-Being	All					
1	1.7	1.3a Staff Development Onboarding	All	$53,455.00				$53,455.00
1	1.8	1.3b Staff Development - Professional Learning	All				$113,000.00	$113,000.00

Goal	Action #	Action Title	Student Group(s)	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
1	1.9	1.3c Staff Development - Leadership Development	All		$57,271.00		$6,429.00	$63,700.00
1	1.10	1.4 Orientation - Scholar and Learning Coach	All				$30,135.00	$30,135.00
1	1.11	1.5a Supports for Unduplicated Scholars - Foster and Homeless Youth	Foster Youth Low Income				$25,830.00	$25,830.00
1	1.12	Supports for Unduplicated Scholars - Free and Reduced	Low Income					
1	1.13	1.6a Targeted Intervention - English Learners	English Learners				$70,600.00	$70,600.00
1	1.14	1.6b Targeted Intervention - Students with Disabilities	Students with Disabilities					
2	2.1	2.1a Learning Coach Academy	All					
2	2.2	2.1b Summer Session	All					
2	2.3	2.1c Scholar Attendance	All	$7,715.00				$7,715.00
2	2.4	2.1d Scholar Attendance Counseling	All	$341,380.00				$341,380.00
2	2.5	2.2a Scholar Celebrations	All					
2	2.6	2.2b Scholar Recognition	All					
2	2.7	2.2c Parent Recognition	All					
2	2.8	2.3a Scholar Extracurricular Activities	All					

Goal	Action #	Action Title	Student Group(s)	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
2	2.9	2.3b Community Service	All					
2	2.10	2.3c Scholar Enrichment	All	$48,555.00				$48,555.00
2	2.11	2.3d Parent Enrichment	All					
2	2.12	2.4a School Communication	All					
2	2.13	2.4b Technology Access	Low Income				$10,000.00	$10,000.00
2	2.14	2.5 Staff Development - Professional Learning	All					
2	2.15	2.6 Military-Connected Support	All					
3	3.1	3.1a Summer Session	All				$25,608.00	$25,608.00
3	3.2	3.1b Summer Tutoring	All					
3	3.3	3.2a A-G Coursework	All					
3	3.4	3.2b Dual Enrollment	All					
3	3.5	3.2c AVID Elective	All	$35,200.00				$35,200.00
3	3.6	3.3a Recognized ASCA Model Program (RAMP)	All	$41,662.00				$41,662.00
3	3.7	3.4a Family College Awareness/Preparation	All					
3	3.8	3.4b Partnerships with organizations for financial aid, college tours, etc.	All					
3	3.9	3.5a Staff Development - Professional Learning	All					
4	4.1	4.1 At- Promise Interventions/Supports	All					

Goal	Action #	Action Title	Student Group(s)	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
4	**4.2**	4.2 Summer Session	English Learners Foster Youth Low Income					
4	**4.3**	4.3 Extended Graduation Plan	English Learners Foster Youth Low Income					
4	**4.4**	4.4 Staff Development - Professional Learning	All					

2023-24 Contributing Actions Table

1. Projected LCFF Base Grant	2. Projected LCFF Supplemental and/or Concentration Grants	3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1)	LCFF Carryover — Percentage (Percentage from Prior Year)	Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %)	4. Total Planned Contributing Expenditures (LCFF Funds)	5. Total Planned Percentage of Improved Services (%)	Planned Percentage to Increase or Improve Services for the Coming School Year (4 divided by 1, plus 5)	Totals by Type	Total LCFF Funds
9522143	1027058	10.79%	0.00%	10.79%	$2,045,523.00	0.00%	21.48 %	**Total:**	$2,045,523.00
								LEA-wide Total:	$0.00
								Limited Total:	$0.00
								Schoolwide Total:	$2,045,523.00

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
1	**1.1**	1.1 a Basic Services - Teachers	Yes	Schoolwide	English Learners Foster Youth Low Income	All Schools	$2,032,200.00	
1	**1.3**	1.1c Basic Services - Advancement Via Individual Determination (AVID)	Yes	Schoolwide	Low Income	All Schools	$4,000.00	
1	**1.4**	1.2a Multi-Tiered System of Supports (MTSS) and Positive Behavior Interventions & Supports (PBIS)	Yes	Schoolwide	English Learners Foster Youth Low Income	All Schools	$9,323.00	
1	**1.5**	1.2b Multi-Tiered System of Supports (MTSS) and Response to Intervention (RtI)	Yes	Schoolwide	English Learners Foster Youth Low Income	All Schools		
1	**1.11**	1.5a Supports for Unduplicated Scholars - Foster and Homeless Youth	Yes	LEA-wide	Foster Youth Low Income	All Schools		

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
1	1.12	Supports for Unduplicated Scholars - Free and Reduced	Yes	LEA-wide	Low Income	All Schools		
1	1.13	1.6a Targeted Intervention - English Learners	Yes	LEA-wide	English Learners	All Schools		
1	1.14	1.6b Targeted Intervention - Students with Disabilities	Yes	LEA-wide		All Schools		
2	2.13	2.4b Technology Access	Yes	LEA-wide	Low Income	All Schools		
4	4.2	4.2 Summer Session	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		
4	4.3	4.3 Extended Graduation Plan	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		

2022-23 Annual Update Table

Totals	Last Year's Total Planned Expenditures (Total Funds)	Total Estimated Expenditures (Total Funds)
Totals	$3,797,827.00	$0.00

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
1	**1.1**	1.1 a Basic Services - Teachers	No	$2,573,260.00	
1	**1.2**	1.1b Basic Services - Common Core Curriculum	No	$71,660.00	
1	**1.3**	1.1c Basic Services - Advancement Via Individual Determination (AVID)	No	$1,777.00	
1	**1.4**	1.2a Multi-Tiered System of Supports (MTSS) and Positive Behavior Interventions & Supports (PBIS)	No	$59,460.00	
1	**1.5**	1.2b Multi-Tiered System of Supports (MTSS) and Response to Intervention (RtI)	No	$174,830.00	
1	**1.6**	1.2c Multi-Tiered System of Supports (MTSS) and Social Emotional Learning (SEL) and Well-Being	No		
1	**1.7**	1.3a Staff Development Onboarding	No	$53,455.00	
1	**1.8**	1.3b Staff Development - Professional Learning	No	$113,000.00	
1	**1.9**	1.3c Staff Development - Leadership Development	No	$63,700.00	

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
1	1.10	1.4 Orientation - Scholar and Learning Coach	No	$30,135.00	
1	1.11	1.5a Supports for Unduplicated Scholars - Foster and Homeless Youth	Yes	$25,830.00	
1	1.12	Supports for Unduplicated Scholars - Free and Reduced	Yes		
1	1.13	1.6a Targeted Intervention - English Learners	Yes	$70,600.00	
1	1.14	1.6b Targeted Intervention - Students with Disabilities	No Yes		
2	2.1	2.1a Learning Coach Academy	No		
2	2.2	2.1b Summer Session	No		
2	2.3	2.1c Scholar Attendance	No	$7,715.00	
2	2.4	2.1d Scholar Attendance Counseling	No	$341,380.00	
2	2.5	2.2a Scholar Celebrations	No		
2	2.6	2.2b Scholar Recognition	No		
2	2.7	2.2c Parent Recognition	No		

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
2	**2.8**	2.3a Scholar Extracurricular Activities	No		
2	**2.9**	2.3b Community Service	No		
2	**2.10**	2.3c Scholar Enrichment	No	$48,555.00	
2	**2.11**	2.3d Parent Enrichment	No		
2	**2.12**	2.4a School Communication	No		
2	**2.13**	2.4b Technology Access	Yes	$10,000.00	
2	**2.14**	2.5 Staff Development - Professional Learning	No		
2	**2.15**	2.6 Military-Connected Support	No		
3	**3.1**	3.1a Summer Session	No	$25,608.00	
3	**3.2**	3.1b Summer Tutoring	No		
3	**3.3**	3.2a A-G Coursework	No		
3	**3.4**	3.2b Dual Enrollment	No		
3	**3.5**	3.2c AVID Elective	No	$35,200.00	

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
3	**3.6**	3.3a Recognized ASCA Model Program (RAMP)	No	$41,662.00	
3	**3.7**	3.4a Family College Awareness/Preparation	No		
3	**3.8**	3.4b Partnerships with organizations for financial aid, college tours, etc.	No		
3	**3.9**	3.5a Staff Development - Professional Learning	No		
4	**4.1**	4.1 At- Promise Interventions/Supports	No		
4	**4.2**	4.2 Summer Session	Yes	$50,000.00	
4	**4.3**	4.3 Extended Graduation Plan	Yes		
4	**4.4**	4.4 Staff Development - Professional Learning	No		

2022-23 Contributing Actions Annual Update Table

6. Estimated LCFF Supplemental and/or Concentration Grants (Input Dollar Amount)	4. Total Planned Contributing Expenditures (LCFF Funds)	7. Total Estimated Expenditures for Contributing Actions (LCFF Funds)	Difference Between Planned and Estimated Expenditures for Contributing Actions (Subtract 7 from 4)	5. Total Planned Percentage of Improved Services (%)	8. Total Estimated Percentage of Improved Services (%)	Difference Between Planned and Estimated Percentage of Improved Services (Subtract 5 from 8)
	$50,000.00	$0.00	$0.00	0.00%	0.00%	0.00%

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributing to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
1	1.11	1.5a Supports for Unduplicated Scholars - Foster and Homeless Youth	Yes				
1	1.12	Supports for Unduplicated Scholars - Free and Reduced	Yes				
1	1.13	1.6a Targeted Intervention - English Learners	Yes				
1	1.14	1.6b Targeted Intervention - Students with Disabilities	Yes				
2	2.13	2.4b Technology Access	Yes				
4	4.2	4.2 Summer Session	Yes	$50,000.00			
4	4.3	4.3 Extended Graduation Plan	Yes				

2022-23 LCFF Carryover Table

9. Estimated Actual LCFF Base Grant (Input Dollar Amount)	6. Estimated Actual LCFF Supplemental and/or Concentration Grants	LCFF Carryover — Percentage (Percentage from Prior Year)	10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 + Carryover %)	7. Total Estimated Actual Expenditures for Contributing Actions (LCFF Funds)	8. Total Estimated Actual Percentage of Improved Services (%)	11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)	12. LCFF Carryover — Dollar Amount (Subtract 11 from 10 and multiply by 9)	13. LCFF Carryover — Percentage (12 divided by 9)
			0.00%	$0.00	0.00%	0.00%	$0.00	0.00%

Instructions

Plan Summary

Engaging Educational Partners

Goals and Actions

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students

For additional questions or technical assistance related to the completion of the Local Control and Accountability Plan (LCAP) template, please contact the local county office of education (COE), or the California Department of Education's (CDE's) Local Agency Systems Support Office, by phone at 916-319-0809 or by email at lcff@cde.ca.gov.

Introduction and Instructions

The Local Control Funding Formula (LCFF) requires local educational agencies (LEAs) to engage their local educational partners in an annual planning process to evaluate their progress within eight state priority areas encompassing all statutory metrics (COEs have 10 state priorities). LEAs document the results of this planning process in the LCAP using the template adopted by the State Board of Education.

The LCAP development process serves three distinct, but related functions:

- **Comprehensive Strategic Planning:** The process of developing and annually updating the LCAP supports comprehensive strategic planning (California *Education Code* [*EC*] Section 52064[e][1]). Strategic planning that is comprehensive connects budgetary decisions to teaching and learning performance data. LEAs should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students.

- **Meaningful Engagement of Educational Partners:** The LCAP development process should result in an LCAP that reflects decisions made through meaningful engagement (*EC* Section 52064[e][1]). Local educational partners possess valuable perspectives and insights about an LEA's programs and services. Effective strategic planning will incorporate these perspectives and insights in order to identify potential goals and actions to be included in the LCAP.

- **Accountability and Compliance:** The LCAP serves an important accountability function because aspects of the LCAP template require LEAs to show that they have complied with various requirements specified in the LCFF statutes and regulations, most notably:

    - Demonstrating that LEAs are increasing or improving services for foster youth, English learners, and low-income students in proportion to the amount of additional funding those students generate under LCFF (*EC* Section 52064[b][4-6]).

    - Establishing goals, supported by actions and related expenditures, that address the statutory priority areas and statutory metrics (*EC* sections 52064[b][1] and [2]).

    - Annually reviewing and updating the LCAP to reflect progress toward the goals (*EC* Section 52064[b][7]).

The LCAP template, like each LEA's final adopted LCAP, is a document, not a process. LEAs must use the template to memorialize the outcome of their LCAP development process, which should: (a) reflect comprehensive strategic planning (b) through meaningful engagement with educational partners that (c) meets legal requirements, as reflected in the final adopted LCAP. The sections included within the LCAP template do not and cannot reflect the full development process, just as the LCAP template itself is not intended as a tool for engaging educational partners.

If a county superintendent of schools has jurisdiction over a single school district, the county board of education and the governing board of the school district may adopt and file for review and approval a single LCAP consistent with the requirements in *EC* sections 52060, 52062, 52066, 52068, and 52070. The LCAP must clearly articulate to which entity's budget (school district or county superintendent of schools) all budgeted and actual expenditures are aligned.

The revised LCAP template for the 2021–22, 2022–23, and 2023–24 school years reflects statutory changes made through Assembly Bill 1840 (Committee on Budget), Chapter 243, Statutes of 2018. These statutory changes enhance transparency regarding expenditures on actions included in the LCAP, including actions that contribute to meeting the requirement to increase or improve services for foster youth, English learners, and low-income students, and to streamline the information presented within the LCAP to make adopted LCAPs more accessible for educational partners and the public.

At its most basic, the adopted LCAP should attempt to distill not just what the LEA is doing for students in transitional kindergarten through grade twelve (TK–12), but also allow educational partners to understand why, and whether those strategies are leading to improved opportunities and outcomes for students. LEAs are strongly encouraged to use language and a level of detail in their adopted LCAPs intended to be meaningful and accessible for the LEA's diverse educational partners and the broader public.

In developing and finalizing the LCAP for adoption, LEAs are encouraged to keep the following overarching frame at the forefront of the strategic planning and educational partner engagement functions:

> Given present performance across the state priorities and on indicators in the California School Dashboard (Dashboard), how is the LEA using its budgetary resources to respond to TK–12 student and community needs, and address any performance gaps, including by meeting its obligation to increase or improve services for foster youth, English learners, and low-income students?

LEAs are encouraged to focus on a set of metrics and actions that the LEA believes, based on input gathered from educational partners, research, and experience, will have the biggest impact on behalf of its TK–12 students.

These instructions address the requirements for each section of the LCAP, but may include information about effective practices when developing the LCAP and completing the LCAP itself. Additionally, information is included at the beginning of each section emphasizing the purpose that each section serves.

Plan Summary

Purpose

A well-developed Plan Summary section provides a meaningful context for the LCAP. This section provides information about an LEA's community as well as relevant information about student needs and performance. In order to provide a meaningful context for the rest of the LCAP, the content of this section should be clearly and meaningfully related to the content included in the subsequent sections of the LCAP.

Requirements and Instructions

General Information – Briefly describe the LEA, its schools, and its students in grades TK–12, as applicable to the LEA. For example, information about an LEA in terms of geography, enrollment, or employment, the number and size of specific schools, recent community challenges, and other such information as an LEA wishes to include can enable a reader to more fully understand an LEA's LCAP.

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

Reflections: Identified Need – Referring to the Dashboard, identify: (a) any state indicator for which overall performance was in the "Red" or "Orange" performance category or any local indicator where the LEA received a "Not Met" or "Not Met for Two or More Years" rating AND (b) any state indicator for which performance for any student group was two or more performance levels below the "all student*"* performance. What steps is the LEA planning to take to address these areas of low performance and performance gaps? An LEA that is required to include a goal to address one or more consistently low-performing student groups or low-performing schools must identify that it is required to include this goal and must also identify the applicable student group(s) and/or school(s). Other needs may be identified using locally collected data including data collected to inform the self-reflection tools and reporting local indicators on the Dashboard.

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

Comprehensive Support and Improvement – An LEA with a school or schools identified for comprehensive support and improvement (CSI) under the Every Student Succeeds Act must respond to the following prompts:

- **Schools Identified**: Identify the schools within the LEA that have been identified for CSI.
- **Support for Identified Schools**: Describe how the LEA has or will support the identified schools in developing CSI plans that included a school-level needs assessment, evidence-based interventions, and the identification of any resource inequities to be addressed through the implementation of the CSI plan.
- **Monitoring and Evaluating Effectiveness**: Describe how the LEA will monitor and evaluate the implementation and effectiveness of the CSI plan to support student and school improvement.

Engaging Educational Partners

Purpose

Significant and purposeful engagement of parents, students, educators, and other educational partners, including those representing the student groups identified by LCFF, is critical to the development of the LCAP and the budget process. Consistent with statute, such engagement should support comprehensive strategic planning, accountability, and improvement across the state priorities and locally identified priorities (*EC* Section 52064[e][1]). Engagement of educational partners is an ongoing, annual process.

This section is designed to reflect how the engagement of educational partners influenced the decisions reflected in the adopted LCAP. The goal is to allow educational partners that participated in the LCAP development process and the broader public understand how the LEA engaged educational partners and the impact of that engagement. LEAs are encouraged to keep this goal in the forefront when completing this section.

Statute and regulations specify the educational partners that school districts and COEs must consult when developing the LCAP: teachers, principals, administrators, other school personnel, local bargaining units of the LEA, parents, and students. Before adopting the LCAP, school districts and COEs must share it with the Parent Advisory Committee and, if applicable, to its English Learner Parent Advisory Committee. The superintendent is required by statute to respond in writing to the comments received from these committees. School districts and COEs must also consult with the special education local plan area administrator(s) when developing the LCAP.

Statute requires charter schools to consult with teachers, principals, administrators, other school personnel, parents, and students in developing the LCAP. The LCAP should also be shared with, and LEAs should request input from, schoolsite-level advisory groups, as applicable (e.g., schoolsite councils, English Learner Advisory Councils, student advisory groups, etc.), to facilitate alignment between schoolsite and district-level goals and actions.

Information and resources that support effective engagement, define student consultation, and provide the requirements for advisory group composition, can be found under Resources on the following web page of the CDE's website: https://www.cde.ca.gov/re/lc/.

Requirements and Instructions

Below is an excerpt from the 2018–19 *Guide for Annual Audits of K–12 Local Education Agencies and State Compliance Reporting*, which is provided to highlight the legal requirements for engagement of educational partners in the LCAP development process:

Local Control and Accountability Plan:
For county offices of education and school districts only, verify the LEA:

a) Presented the local control and accountability plan to the parent advisory committee in accordance with Education Code section 52062(a)(1) or 52068(a)(1), as appropriate.

b) If applicable, presented the local control and accountability plan to the English learner parent advisory committee, in accordance with Education Code section 52062(a)(2) or 52068(a)(2), as appropriate.

c) Notified members of the public of the opportunity to submit comments regarding specific actions and expenditures proposed to be included in the local control and accountability plan in accordance with Education Code section 52062(a)(3) or 52068(a)(3), as appropriate.

d) Held at least one public hearing in accordance with Education Code section 52062(b)(1) or 52068(b)(1), as appropriate.

e) Adopted the local control and accountability plan in a public meeting in accordance with Education Code section 52062(b)(2) or 52068(b)(2), as appropriate.

Prompt 1: "A summary of the process used to engage educational partners and how this engagement was considered before finalizing the LCAP."

Describe the engagement process used by the LEA to involve educational partners in the development of the LCAP, including, at a minimum, describing how the LEA met its obligation to consult with all statutorily required educational partners as applicable to the type of LEA. A sufficient response to this prompt must include general information about the timeline of the process and meetings or other engagement strategies with educational partners. A response may also include information about an LEA's philosophical approach to engaging its educational partners.

Prompt 2: "A summary of the feedback provided by specific educational partners."

Describe and summarize the feedback provided by specific educational partners. A sufficient response to this prompt will indicate ideas, trends, or inputs that emerged from an analysis of the feedback received from educational partners.

Prompt 3: "A description of the aspects of the LCAP that were influenced by specific input from educational partners."

A sufficient response to this prompt will provide educational partners and the public with clear, specific information about how the engagement process influenced the development of the LCAP. The response must describe aspects of the LCAP that were influenced by or developed in response to the educational partner feedback described in response to Prompt 2. This may include a description of how the LEA prioritized requests of educational partners within the context of the budgetary resources available or otherwise prioritized areas of focus within the LCAP. For the purposes of this prompt, "aspects" of an LCAP that may have been influenced by educational partner input can include, but are not necessarily limited to:

- Inclusion of a goal or decision to pursue a Focus Goal (as described below)
- Inclusion of metrics other than the statutorily required metrics
- Determination of the desired outcome on one or more metrics
- Inclusion of performance by one or more student groups in the Measuring and Reporting Results subsection
- Inclusion of action(s) or a group of actions
- Elimination of action(s) or group of actions
- Changes to the level of proposed expenditures for one or more actions

- Inclusion of action(s) as contributing to increased or improved services for unduplicated services
- Determination of effectiveness of the specific actions to achieve the goal
- Determination of material differences in expenditures
- Determination of changes made to a goal for the ensuing LCAP year based on the annual update process
- Determination of challenges or successes in the implementation of actions

Goals and Actions

Purpose

Well-developed goals will clearly communicate to educational partners what the LEA plans to accomplish, what the LEA plans to do in order to accomplish the goal, and how the LEA will know when it has accomplished the goal. A goal statement, associated metrics and expected outcomes, and the actions included in the goal should be in alignment. The explanation for why the LEA included a goal is an opportunity for LEAs to clearly communicate to educational partners and the public why, among the various strengths and areas for improvement highlighted by performance data and strategies and actions that could be pursued, the LEA decided to pursue this goal, and the related metrics, expected outcomes, actions, and expenditures.

A well-developed goal can be focused on the performance relative to a metric or metrics for all students, a specific student group(s), narrowing performance gaps, or implementing programs or strategies expected to impact outcomes. LEAs should assess the performance of their student groups when developing goals and the related actions to achieve such goals.

Requirements and Instructions

LEAs should prioritize the goals, specific actions, and related expenditures included within the LCAP within one or more state priorities. LEAs should consider performance on the state and local indicators, including their locally collected and reported data for the local indicators that are included in the Dashboard in determining whether and how to prioritize its goals within the LCAP.

In order to support prioritization of goals, the LCAP template provides LEAs with the option of developing three different kinds of goals:

- Focus Goal: A Focus Goal is relatively more concentrated in scope and may focus on a fewer number of metrics to measure improvement. A Focus Goal statement will be time bound and make clear how the goal is to be measured.

- Broad Goal: A Broad Goal is relatively less concentrated in its scope and may focus on improving performance across a wide range of metrics.

- Maintenance of Progress Goal: A Maintenance of Progress Goal includes actions that may be ongoing without significant changes and allows an LEA to track performance on any metrics not addressed in the other goals of the LCAP.

At a minimum, the LCAP must address all LCFF priorities and associated metrics.

Focus Goal(s)
Goal Description: The description provided for a Focus Goal must be specific, measurable, and time bound. An LEA develops a Focus Goal to address areas of need that may require or benefit from a more specific and data intensive approach. The Focus Goal can explicitly reference the metric(s) by which achievement of the goal will be measured and the time frame according to which the LEA expects to achieve the goal.

Explanation of why the LEA has developed this goal: Explain why the LEA has chosen to prioritize this goal. An explanation must be based on Dashboard data or other locally collected data. LEAs must describe how the LEA identified this goal for focused attention, including relevant consultation with educational partners. LEAs are encouraged to promote transparency and understanding around the decision to pursue a focus goal.

Broad Goal
Goal Description: Describe what the LEA plans to achieve through the actions included in the goal. The description of a broad goal will be clearly aligned with the expected measurable outcomes included for the goal. The goal description organizes the actions and expected outcomes in a cohesive and consistent manner. A goal description is specific enough to be measurable in either quantitative or qualitative terms. A broad goal is not as specific as a focus goal. While it is specific enough to be measurable, there are many different metrics for measuring progress toward the goal.

Explanation of why the LEA has developed this goal: Explain why the LEA developed this goal and how the actions and metrics grouped together will help achieve the goal.

Maintenance of Progress Goal
Goal Description: Describe how the LEA intends to maintain the progress made in the LCFF State Priorities not addressed by the other goals in the LCAP. Use this type of goal to address the state priorities and applicable metrics not addressed within the other goals in the LCAP. The state priorities and metrics to be addressed in this section are those for which the LEA, in consultation with educational partners, has determined to maintain actions and monitor progress while focusing implementation efforts on the actions covered by other goals in the LCAP.

Explanation of why the LEA has developed this goal: Explain how the actions will sustain the progress exemplified by the related metrics.

Required Goals
In general, LEAs have flexibility in determining what goals to include in the LCAP and what those goals will address; however, beginning with the development of the 2022–23 LCAP, LEAs that meet certain criteria are required to include a specific goal in their LCAP.

Consistently low-performing student group(s) criteria: An LEA is eligible for Differentiated Assistance for three or more consecutive years based on the performance of the same student group or groups in the Dashboard. A list of the LEAs required to include a goal in the LCAP based on student group performance, and the student group(s) that lead to identification, may be found on the CDE's Local Control Funding Formula web page at https://www.cde.ca.gov/fg/aa/lc/.

- **Consistently low-performing student group(s) goal requirement:** An LEA meeting the consistently low-performing student group(s) criteria must include a goal in its LCAP focused on improving the performance of the student group or groups that led to the LEA's eligibility for Differentiated

Assistance. This goal must include metrics, outcomes, actions, and expenditures specific to addressing the needs of, and improving outcomes for, this student group or groups. An LEA required to address multiple student groups is not required to have a goal to address each student group; however, each student group must be specifically addressed in the goal. This requirement may not be met by combining this required goal with another goal.

- **Goal Description:** Describe the outcomes the LEA plans to achieve to address the needs of, and improve outcomes for, the student group or groups that led to the LEA's eligibility for Differentiated Assistance.

- **Explanation of why the LEA has developed this goal**: Explain why the LEA is required to develop this goal, including identifying the student group(s) that lead to the LEA being required to develop this goal, how the actions and associated metrics included in this goal differ from previous efforts to improve outcomes for the student group(s), and why the LEA believes the actions, metrics, and expenditures included in this goal will help achieve the outcomes identified in the goal description.

Low-performing school(s) criteria: The following criteria only applies to a school district or COE with two or more schools; it does not apply to a single-school district. A school district or COE has one or more schools that, for two consecutive years, received the two lowest performance levels on all but one of the state indicators for which the school(s) receive performance levels in the Dashboard and the performance of the "All Students" student group for the LEA is at least one performance level higher in all of those indicators. A list of the LEAs required to include a goal in the LCAP based on school performance, and the school(s) that lead to identification, may be found on the CDE's Local Control Funding Formula web page at https://www.cde.ca.gov/fg/aa/lc/.

- **Low-performing school(s) goal requirement:** A school district or COE meeting the low-performing school(s) criteria must include a goal in its LCAP focusing on addressing the disparities in performance between the school(s) and the LEA as a whole. This goal must include metrics, outcomes, actions, and expenditures specific to addressing the needs of, and improving outcomes for, the students enrolled at the low-performing school or schools. An LEA required to address multiple schools is not required to have a goal to address each school; however, each school must be specifically addressed in the goal. This requirement may not be met by combining this goal with another goal.

- **Goal Description:** Describe what outcomes the LEA plans to achieve to address the disparities in performance between the students enrolled at the low-performing school(s) and the students enrolled at the LEA as a whole.

- **Explanation of why the LEA has developed this goal**: Explain why the LEA is required to develop this goal, including identifying the schools(s) that lead to the LEA being required to develop this goal; how the actions and associated metrics included in this goal differ from previous efforts to improve outcomes for the school(s); and why the LEA believes the actions, metrics, and expenditures included in this goal will help achieve the outcomes for students enrolled at the low-performing school or schools identified in the goal description.

Measuring and Reporting Results:
For each LCAP year, identify the metric(s) that the LEA will use to track progress toward the expected outcomes. LEAs are encouraged to identify metrics for specific student groups, as appropriate, including expected outcomes that would reflect narrowing of any existing performance gaps.

Include in the baseline column the most recent data associated with this metric available at the time of adoption of the LCAP for the first year of the three-year plan. LEAs may use data as reported on the 2019 Dashboard for the baseline of a metric only if that data represents the most recent available (e.g., high school graduation rate).

Using the most recent data available may involve reviewing data the LEA is preparing for submission to the California Longitudinal Pupil Achievement Data System (CALPADS) or data that the LEA has recently submitted to CALPADS. Because final 2020–21 outcomes on some metrics may not be computable at the time the 2021–24 LCAP is adopted (e.g., graduation rate, suspension rate), the most recent data available may include a point in time calculation taken each year on the same date for comparability purposes.

The baseline data shall remain unchanged throughout the three-year LCAP.

Complete the table as follows:

- **Metric**: Indicate how progress is being measured using a metric.
- **Baseline**: Enter the baseline when completing the LCAP for 2021–22. As described above, the baseline is the most recent data associated with a metric. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 1 Outcome**: When completing the LCAP for 2022–23, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 2 Outcome**: When completing the LCAP for 2023–24, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 3 Outcome**: When completing the LCAP for 2024–25, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above. The 2024–25 LCAP will be the first year in the next three-year cycle. Completing this column will be part of the Annual Update for that year.
- **Desired Outcome for 2023–24**: When completing the first year of the LCAP, enter the desired outcome for the relevant metric the LEA expects to achieve by the end of the 2023–24 LCAP year.

Timeline for completing the "**Measuring and Reporting Results**" part of the Goal.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for Year 3 (2023–24)
Enter information in this box when completing the LCAP for **2021–22**.	Enter information in this box when completing the LCAP for **2021–22**.	Enter information in this box when completing the LCAP for **2022–23**. Leave blank until then.	Enter information in this box when completing the LCAP for **2023–24**. Leave blank until then.	Enter information in this box when completing the LCAP for **2024–25**. Leave blank until then.	Enter information in this box when completing the LCAP for **2021–22** or when adding a new metric.

The metrics may be quantitative or qualitative; but at minimum, an LEA's LCAP must include goals that are measured using all of the applicable metrics for the related state priorities, in each LCAP year as applicable to the type of LEA. To the extent a state priority does not specify one or more metrics (e.g., implementation of state academic content and performance standards), the LEA must identify a metric to use within the LCAP. For these state priorities, LEAs are encouraged to use metrics based on or reported through the relevant self-reflection tool for local indicators within the Dashboard.

Actions: Enter the action number. Provide a short title for the action. This title will also appear in the action tables. Provide a description of the action. Enter the total amount of expenditures associated with this action. Budgeted expenditures from specific fund sources will be provided in the summary tables. Indicate whether the action contributes to meeting the increase or improved services requirement as described in the Increased or Improved Services section using a "Y" for Yes or an "N" for No. (**Note:** for each such action offered on an LEA-wide or schoolwide basis, the LEA will need to provide additional information in the Increased or Improved Summary Section to address the requirements in *California Code of Regulations*, Title 5 [5 *CCR*] Section 15496(b) in the Increased or Improved Services Section of the LCAP).

> ***Actions for English Learners:*** School districts, COEs, and charter schools that have a numerically significant English learner student subgroup must include specific actions in the LCAP related to, at a minimum, the language acquisition programs, as defined in *EC* Section 306, provided to students and professional development activities specific to English learners.
>
> ***Actions for Foster Youth***: School districts, COEs, and charter schools that have a numerically significant Foster Youth student subgroup are encouraged to include specific actions in the LCAP designed to meet needs specific to Foster Youth students.

Goal Analysis:

Enter the LCAP Year.

Using actual annual measurable outcome data, including data from the Dashboard, analyze whether the planned actions were effective in achieving the goal. Respond to the prompts as instructed.

- Describe the overall implementation of the actions to achieve the articulated goal. Include a discussion of relevant challenges and successes experienced with the implementation process. This must include any instance where the LEA did not implement a planned action or implemented a planned action in a manner that differs substantively from how it was described in the adopted LCAP.

- Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures and between the Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services, as applicable. Minor variances in expenditures or percentages do not need to be addressed, and a dollar-for-dollar accounting is not required.

- Describe the effectiveness of the specific actions to achieve the articulated goal as measured by the LEA. In some cases, not all actions in a goal will be intended to improve performance on all of the metrics associated with the goal. When responding to this prompt, LEAs may assess the effectiveness of a single action or group of actions within the goal in the context of performance on a single metric or group of specific metrics within the goal that are applicable to the action(s). Grouping actions with metrics will allow for more robust analysis of whether the strategy the LEA is using to impact a specified set of metrics is working and increase transparency for educational partners. LEAs are encouraged to use such an approach when goals include multiple actions and metrics that are not closely associated.

- Describe any changes made to this goal, expected outcomes, metrics, or actions to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard or other local data, as applicable.

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students

Purpose

A well-written Increased or Improved Services section provides educational partners with a comprehensive description, within a single dedicated section, of how an LEA plans to increase or improve services for its unduplicated students in grades TK–12 as compared to all students in grades TK–12, as applicable, and how LEA-wide or schoolwide actions identified for this purpose meet regulatory requirements. Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broader understanding of educational partners to facilitate their ability to provide input. An LEA's description in this section must align with the actions included in the Goals and Actions section as contributing.

Requirements and Instructions

Projected LCFF Supplemental and/or Concentration Grants: Specify the amount of LCFF supplemental and concentration grant funds the LEA estimates it will receive in the coming year based on the number and concentration of low income, foster youth, and English learner students.

Projected Additional LCFF Concentration Grant (15 percent): Specify the amount of additional LCFF concentration grant add-on funding, as described in *EC* Section 42238.02, that the LEA estimates it will receive in the coming year.

***Projected Percentage to Increase or Improve Services for the Coming School Year*:** Specify the estimated percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year as calculated pursuant to 5 *CCR* Section 15496(a)(7).

LCFF Carryover — Percentage: Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).

LCFF Carryover — Dollar: Specify the LCFF Carryover — Dollar amount identified in the LCFF Carryover Table. If a carryover amount is not identified in the LCFF Carryover Table, specify an amount of zero ($0).

Total Percentage to Increase or Improve Services for the Coming School Year: Add the Projected Percentage to Increase or Improve Services for the Coming School Year and the Proportional LCFF Required Carryover Percentage and specify the percentage. This is the LEAs percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year, as calculated pursuant to 5 *CCR* Section 15496(a)(7).

Required Descriptions:

For each action being provided to an entire school, or across the entire school district or COE, an explanation of (1) how the needs of foster youth, English learners, and low-income students were considered first, and (2) how these actions are effective in meeting the goals for these students.

For each action included in the Goals and Actions section as contributing to the increased or improved services requirement for unduplicated pupils and provided on an LEA-wide or schoolwide basis, the LEA must include an explanation consistent with 5 *CCR* Section 15496(b). For any such actions continued into the 2021–24 LCAP from the 2017–2020 LCAP, the LEA must determine whether or not the action was effective as expected, and this determination must reflect evidence of outcome data or actual implementation to date.

Principally Directed and Effective: An LEA demonstrates how an action is principally directed towards and effective in meeting the LEA's goals for unduplicated students when the LEA explains how:

- It considers the needs, conditions, or circumstances of its unduplicated pupils;
- The action, or aspect(s) of the action (including, for example, its design, content, methods, or location), is based on these considerations; and
- The action is intended to help achieve an expected measurable outcome of the associated goal.

As such, the response provided in this section may rely on a needs assessment of unduplicated students.

Conclusory statements that a service will help achieve an expected outcome for the goal, without an explicit connection or further explanation as to how, are not sufficient. Further, simply stating that an LEA has a high enrollment percentage of a specific student group or groups does not meet the increase or improve services standard because enrolling students is not the same as serving students.

For example, if an LEA determines that low-income students have a significantly lower attendance rate than the attendance rate for all students, it might justify LEA-wide or schoolwide actions to address this area of need in the following way:

> After assessing the needs, conditions, and circumstances of our low-income students, we learned that the attendance rate of our low-income students is 7 percent lower than the attendance rate for all students. (Needs, Conditions, Circumstances [Principally Directed])
>
> In order to address this condition of our low-income students, we will develop and implement a new attendance program that is designed to address some of the major causes of absenteeism, including lack of reliable transportation and food, as well as a school climate that does not emphasize the importance of attendance. Goal N, Actions X, Y, and Z provide additional transportation and nutritional resources as well as a districtwide educational campaign on the benefits of high attendance rates. (Contributing Action[s])
>
> These actions are being provided on an LEA-wide basis and we expect/hope that all students with less than a 100 percent attendance rate will benefit. However, because of the significantly lower attendance rate of low-income students, and because the actions meet needs most associated with the chronic stresses and experiences of a socio-economically disadvantaged status, we expect that the attendance rate for our low-income students will increase significantly more than the average attendance rate of all other students. (Measurable Outcomes [Effective In])

COEs and Charter Schools: Describe how actions included as contributing to meeting the increased or improved services requirement on an LEA-wide basis are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities as described above. In the case of COEs and charter schools, schoolwide and LEA-wide are considered to be synonymous.

For School Districts Only:

Actions Provided on an LEA-Wide Basis:

Unduplicated Percentage > 55 percent: For school districts with an unduplicated pupil percentage of 55 percent or more, describe how these actions are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities as described above.

Unduplicated Percentage < 55 percent: For school districts with an unduplicated pupil percentage of less than 55 percent, describe how these actions are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities. Also describe how the actions **are the most effective use of the funds** to meet these goals for its unduplicated pupils. Provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

Actions Provided on a Schoolwide Basis:

School Districts must identify in the description those actions being funded and provided on a schoolwide basis, and include the required description supporting the use of the funds on a schoolwide basis.

For schools with 40 percent or more enrollment of unduplicated pupils: Describe how these actions are principally directed to and effective in meeting its goals for its unduplicated pupils in the state and any local priorities.

For school districts expending funds on a schoolwide basis at a school with less than 40 percent enrollment of unduplicated pupils: Describe how these actions are principally directed to and how the actions are the most effective use of the funds to meet its goals for foster youth, English learners, and low-income students in the state and any local priorities.

A description of how services for foster youth, English learners, and low-income students are being increased or improved by the percentage required.

Consistent with the requirements of 5 *CCR* Section 15496, describe how services provided for unduplicated pupils are increased or improved by at least the percentage calculated as compared to the services provided for all students in the LCAP year. To improve services means to grow services in quality and to increase services means to grow services in quantity. Services are increased or improved by those actions in the LCAP that are included in the Goals and Actions section as contributing to the increased or improved services requirement, whether they are provided on an LEA-wide or schoolwide basis or provided on a limited basis to unduplicated students. A limited action is an action that only serves foster youth, English learners, and/or low-income students. This description must address how these action(s) are expected to result in the required proportional increase or improvement in services for unduplicated pupils as compared to the services the LEA provides to all students for the relevant LCAP year.

For any action contributing to meeting the increased or improved services requirement that is associated with a Planned Percentage of Improved Services in the Contributing Summary Table rather than an expenditure of LCFF funds, describe the methodology that was used to determine the contribution of the action towards the proportional percentage. See the instructions for determining the Planned Percentage of Improved Services for information on calculating the Percentage of Improved Services.

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

An LEA that receives the additional concentration grant add-on described in *EC* Section 42238.02 is required to demonstrate how it is using these funds to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent as compared to the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is equal to or less than 55 percent. The staff who provide direct services to students must be certificated staff and/or classified staff employed by the LEA; classified staff includes custodial staff.

Provide the following descriptions, as applicable to the LEA:

An LEA that does not receive a concentration grant or the concentration grant add-on must indicate that a response to this prompt is not applicable.

Identify the goal and action numbers of the actions in the LCAP that the LEA is implementing to meet the requirement to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent.

An LEA that does not have comparison schools from which to describe how it is using the concentration grant add-on funds, such as an LEA that only has schools with an enrollment of unduplicated students that is greater than 55 percent, must describe how it is using the funds to increase the number of credentialed staff, classified staff, or both, including custodial staff, who provide direct services to students at selected schools and the criteria used to determine which schools require additional staffing support.

In the event that an additional concentration grant add-on is not sufficient to increase staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent, the LEA must describe how it is using the funds to retain staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent.

Complete the table as follows:

- Provide the staff-to-student ratio of classified staff providing direct services to students with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of classified staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA. The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA. The staff-to-student ratio must be based on the number of full time equivalent (FTE) staff and the number of enrolled students as counted on the first Wednesday in October of each year.

- Provide the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA. The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA. The staff-to-student ratio must be based on the number of FTE staff and the number of enrolled students as counted on the first Wednesday in October of each year.

Action Tables

Complete the Data Entry Table for each action in the LCAP. The information entered into this table will automatically populate the other Action Tables. Information is only entered into the Data Entry Table, the Annual Update Table, the Contributing Actions Annual Update Table, and the LCFF Carryover Table. With the exception of the Data Entry Table, the word “input” has been added to column headers to aid in identifying the column(s) where information will be entered. Information is not entered on the remaining Action tables.

The following tables are required to be included as part of the LCAP adopted by the local governing board or governing body:

- Table 1: Total Planned Expenditures Table (for the coming LCAP Year)

- Table 2: Contributing Actions Table (for the coming LCAP Year)
- Table 3: Annual Update Table (for the current LCAP Year)
- Table 4: Contributing Actions Annual Update Table (for the current LCAP Year)
- Table 5: LCFF Carryover Table (for the current LCAP Year)

Note: The coming LCAP Year is the year that is being planned for, while the current LCAP year is the current year of implementation. For example, when developing the 2022–23 LCAP, 2022–23 will be the coming LCAP Year and 2021–22 will be the current LCAP Year.

Data Entry Table

The Data Entry Table may be included in the LCAP as adopted by the local governing board or governing body, but is not required to be included. In the Data Entry Table, input the following information for each action in the LCAP for that applicable LCAP year:

- **LCAP Year**: Identify the applicable LCAP Year.
- **1. Projected LCFF Base Grant**: Provide the total amount of LCFF funding the LEA estimates it will receive for the coming school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Grant Program and the Home to School Transportation Program, pursuant to 5 *CCR* Section 15496(a)(8).

  See *EC* sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF apportionment calculations.
- **2. Projected LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants the LEA estimates it will receive on the basis of the number and concentration of unduplicated students for the coming school year.
- **3. Projected Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected LCFF Base Grant and the Projected LCFF Supplemental and/or Concentration Grants, pursuant to 5 *CCR* Section 15496(a)(8). This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the coming LCAP year.
- **LCFF Carryover — Percentage:** Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table from the prior LCAP year. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).
- **Total Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected Percentage to Increase or Improve Services for the Coming School Year and the LCFF Carryover —

Percentage. This is the percentage by which the LEA must increase or improve services for unduplicated pupils as compared to the services provided to all students in the coming LCAP year.

- **Goal #**: Enter the LCAP Goal number for the action.
- **Action #**: Enter the action's number as indicated in the LCAP Goal.
- **Action Title**: Provide a title of the action.
- **Student Group(s)**: Indicate the student group or groups who will be the primary beneficiary of the action by entering "All," or by entering a specific student group or groups.
- **Contributing to Increased or Improved Services?:** Type "Yes" if the action **is** included as contributing to meeting the increased or improved services; OR, type "No" if the action is **not** included as contributing to meeting the increased or improved services.
- If "Yes" is entered into the Contributing column, then complete the following columns:
    - **Scope**: The scope of an action may be LEA-wide (i.e., districtwide, countywide, or charterwide), schoolwide, or limited. An action that is LEA-wide in scope upgrades the entire educational program of the LEA. An action that is schoolwide in scope upgrades the entire educational program of a single school. An action that is limited in its scope is an action that serves only one or more unduplicated student groups.
    - **Unduplicated Student Group(s)**: Regardless of scope, contributing actions serve one or more unduplicated student groups. Indicate one or more unduplicated student groups for whom services are being increased or improved as compared to what all students receive.
    - **Location**: Identify the location where the action will be provided. If the action is provided to all schools within the LEA, the LEA must indicate "All Schools." If the action is provided to specific schools within the LEA or specific grade spans only, the LEA must enter "Specific Schools" or "Specific Grade Spans." Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades transitional kindergarten through grade five), as appropriate.
- **Time Span**: Enter "ongoing" if the action will be implemented for an indeterminate period of time. Otherwise, indicate the span of time for which the action will be implemented. For example, an LEA might enter "1 Year," or "2 Years," or "6 Months."
- **Total Personnel**: Enter the total amount of personnel expenditures utilized to implement this action.
- **Total Non-Personnel**: This amount will be automatically calculated based on information provided in the Total Personnel column and the Total Funds column.

- **LCFF Funds**: Enter the total amount of LCFF funds utilized to implement this action, if any. LCFF funds include all funds that make up an LEA's total LCFF target (i.e., base grant, grade span adjustment, supplemental grant, concentration grant, Targeted Instructional Improvement Block Grant, and Home-To-School Transportation).
    - **Note:** For an action to contribute towards meeting the increased or improved services requirement it must include some measure of LCFF funding. The action may also include funding from other sources, however the extent to which an action contributes to meeting the increased or improved services requirement is based on the LCFF funding being used to implement the action.
- **Other State Funds**: Enter the total amount of Other State Funds utilized to implement this action, if any.
- **Local Funds**: Enter the total amount of Local Funds utilized to implement this action, if any.
- **Federal Funds**: Enter the total amount of Federal Funds utilized to implement this action, if any.
- **Total Funds**: This amount is automatically calculated based on amounts entered in the previous four columns.
- **Planned Percentage of Improved Services**: For any action identified as contributing, being provided on a Limited basis to unduplicated students, and that does not have funding associated with the action, enter the planned quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%). A limited action is an action that only serves foster youth, English learners, and/or low-income students.
    - As noted in the instructions for the Increased or Improved Services section, when identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.

      For example, an LEA determines that there is a need to analyze data to ensure that instructional aides and expanded learning providers know what targeted supports to provide to students who are foster youth. The LEA could implement this action by hiring additional staff to collect and analyze data and to coordinate supports for students, which the LEA estimates would cost $165,000. Instead, the LEA chooses to utilize a portion of existing staff time to analyze data relating to students who are foster youth. This analysis will then be shared with site principals who will use the data to coordinate services provided by instructional assistants and expanded learning providers to target support to students. In this example, the LEA would divide the estimated cost of $165,000 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Planned Percentage of Improved Service for the action.

Contributing Actions Table

As noted above, information will not be entered in the Contributing Actions Table; however, the 'Contributing to Increased or Improved Services?' column will need to be checked to ensure that only actions with a "Yes" are displaying. If actions with a "No" are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the "Yes" responses.

Annual Update Table

In the Annual Update Table, provide the following information for each action in the LCAP for the relevant LCAP year:

- **Estimated Actual Expenditures**: Enter the total estimated actual expenditures to implement this action, if any.

Contributing Actions Annual Update Table

In the Contributing Actions Annual Update Table, check the 'Contributing to Increased or Improved Services?' column to ensure that only actions with a "Yes" are displaying. If actions with a "No" are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the "Yes" responses. Provide the following information for each contributing action in the LCAP for the relevant LCAP year:

- **6. Estimated Actual LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants the LEA estimates it will actually receive based on of the number and concentration of unduplicated students in the current school year.

- **Estimated Actual Expenditures for Contributing Actions**: Enter the total estimated actual expenditure of LCFF funds used to implement this action, if any.

- **Estimated Actual Percentage of Improved Services:** For any action identified as contributing, being provided on a Limited basis only to unduplicated students, and that does not have funding associated with the action, enter the total estimated actual quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%).

    - Building on the example provided above for calculating the Planned Percentage of Improved Services, the LEA in the example implements the action. As part of the annual update process, the LEA reviews implementation and student outcome data and determines that the action was implemented with fidelity and that outcomes for foster youth students improved. The LEA reviews the original estimated cost for the action and determines that had it hired additional staff to collect and analyze data and to coordinate supports for students that estimated actual cost would have been $169,500 due to a cost of living adjustment. The LEA would divide the estimated actual cost of $169,500 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Estimated Actual Percentage of Improved Services for the action.

LCFF Carryover Table

- **9. Estimated Actual LCFF Base Grant**: Provide the total amount of LCFF funding the LEA estimates it will receive for the current school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Grant Program and the Home to School Transportation Program, pursuant to 5 *CCR* Section 15496(a)(8).

- **10. Total Percentage to Increase or Improve Services for the Current School Year:** This percentage will not be entered. The percentage is calculated based on the amounts of the Estimated Actual LCFF Base Grant (9) and the Estimated Actual LCFF Supplemental and/or Concentration Grants (6), pursuant to 5 *CCR* Section 15496(a)(8), plus the LCFF Carryover – Percentage from the prior year. This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the current LCAP year.

Calculations in the Action Tables

To reduce the duplication of effort of LEAs, the Action Tables include functionality such as pre-population of fields and cells based on the information provided in the Data Entry Table, the Annual Update Summary Table, and the Contributing Actions Table. For transparency, the functionality and calculations used are provided below.

Contributing Actions Table

- 4. Total Planned Contributing Expenditures (LCFF Funds)
    - This amount is the total of the Planned Expenditures for Contributing Actions (LCFF Funds) column
- 5. Total Planned Percentage of Improved Services
    - This percentage is the total of the Planned Percentage of Improved Services column
- Planned Percentage to Increase or Improve Services for the coming school year (4 divided by 1, plus 5)
    - This percentage is calculated by dividing the Total Planned Contributing Expenditures (4) by the Projected LCFF Base Grant (1), converting the quotient to a percentage, and adding it to the Total Planned Percentage of Improved Services (5).

Contributing Actions Annual Update Table

Pursuant to *EC* Section 42238.07(c)(2), if the Total Planned Contributing Expenditures (4) is less than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the LEA is required to calculate the difference between the Total Planned Percentage of Improved Services (5) and the Total Estimated Actual Percentage of Improved Services (7). If the Total Planned Contributing Expenditures (4) is equal to or greater than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the Difference Between Planned and Estimated Actual Percentage of Improved Services will display “Not Required.”

- 6. Estimated Actual LCFF Supplemental and Concentration Grants
    - This is the total amount of LCFF supplemental and concentration grants the LEA estimates it will actually receive based on of the number and concentration of unduplicated students in the current school year.
- 4. Total Planned Contributing Expenditures (LCFF Funds)
    - This amount is the total of the Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)

- 7. Total Estimated Actual Expenditures for Contributing Actions
    - This amount is the total of the Estimated Actual Expenditures for Contributing Actions (LCFF Funds)
- Difference Between Planned and Estimated Actual Expenditures for Contributing Actions (Subtract 7 from 4)
    - This amount is the Total Estimated Actual Expenditures for Contributing Actions (7) subtracted from the Total Planned Contributing Expenditures (4)
- 5. Total Planned Percentage of Improved Services (%)
    - This amount is the total of the Planned Percentage of Improved Services column
- 8. Total Estimated Actual Percentage of Improved Services (%)
    - This amount is the total of the Estimated Actual Percentage of Improved Services column
- Difference Between Planned and Estimated Actual Percentage of Improved Services (Subtract 5 from 8)
    - This amount is the Total Planned Percentage of Improved Services (5) subtracted from the Total Estimated Actual Percentage of Improved Services (8)

LCFF Carryover Table

- 10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 + Carryover %)
    - This percentage is the Estimated Actual LCFF Supplemental and/or Concentration Grants (6) divided by the Estimated Actual LCFF Base Grant (9) plus the LCFF Carryover – Percentage from the prior year.
- 11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)
    - This percentage is the Total Estimated Actual Expenditures for Contributing Actions (7) divided by the LCFF Funding (9), then converting the quotient to a percentage and adding the Total Estimated Actual Percentage of Improved Services (8).
- 12. LCFF Carryover — Dollar Amount LCFF Carryover (Subtract 11 from 10 and multiply by 9)
    - If the Estimated Actual Percentage of Increased or Improved Services (11) is less than the Estimated Actual Percentage to Increase or Improve Services (10), the LEA is required to carry over LCFF funds.

      The amount of LCFF funds is calculated by subtracting the Estimated Actual Percentage to Increase or Improve Services (11) from the Estimated Actual Percentage of Increased or Improved Services (10) and then multiplying by the Estimated Actual LCFF Base Grant (9). This amount is the amount of LCFF funds that is required to be carried over to the coming year.

- 13. LCFF Carryover — Percentage (12 divided by 9)
    - This percentage is the unmet portion of the Percentage to Increase or Improve Services that the LEA must carry over into the coming LCAP year. The percentage is calculated by dividing the LCFF Carryover (12) by the LCFF Funding (9).

California Department of Education
January 2022

Coversheet

IT Department Presentation

Section: VIII. Presentations
Item: A. IT Department Presentation
Purpose: FYI
Submitted by:
Related Material: IT Department Board Presentation 2022-23.pdf
IT Dept Overview Presentation 2023.mp4

Compass Charter Schools

IT Department Overview Presentation

May 20, 2023

Agenda

- Mission and Vision
- Values

  IT Supporting Statements

  Meet the Team

  Help Desk

  Compass Data Studio

  TPX Communication
- 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.

Meet the team

David Brasch
Director of IT

Marco Mattaliano
IT Technician

Miguel Aguilar
Systems Administrator

Meet the team

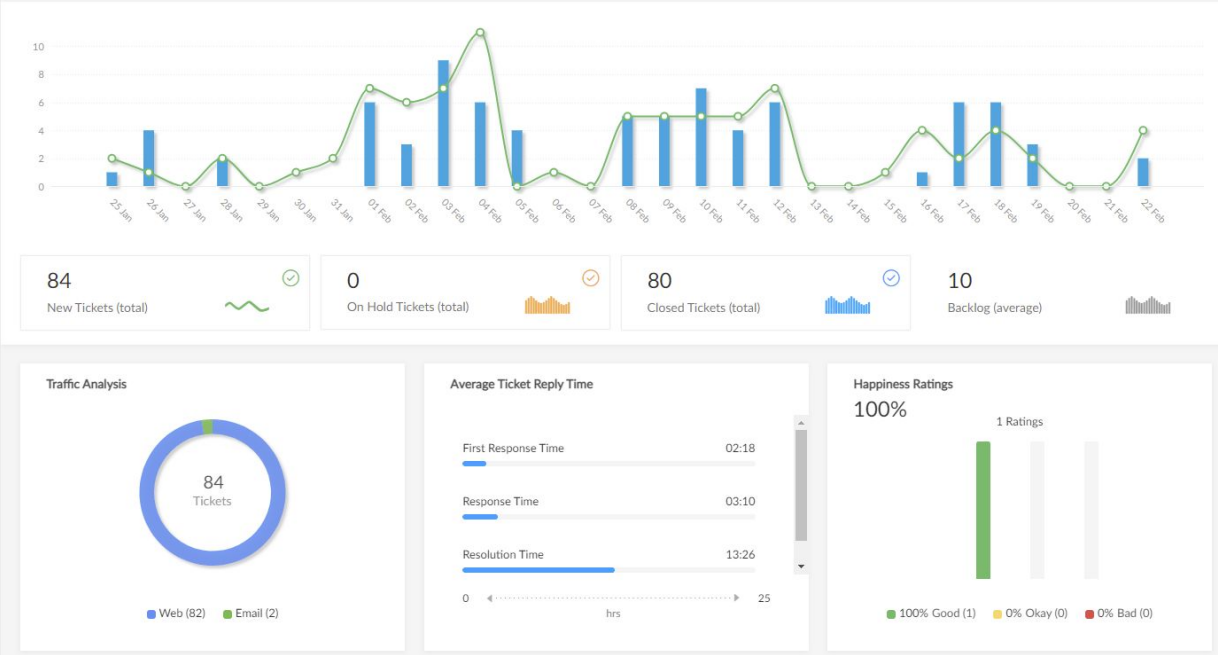
Marco Mattaliano
IT Technician

Marco has many responsibilities beginning with his primary responsibility, responding to help desk tickets in a timely manner from our staff and scholars daily.

- Troubleshooting hardware and software
- Software Installation
- Hardware replacement
- Testing new software
- Google Suite Maintenance
- Creating documentation
- Maintain websites
- Maintain equipment inventory
- New Hire Orientation
- Email Creation
- Training

Zoho Helpdesk

- Zoho Help Desk Goals achieved
  - First Response time under 3 hours
  - Ticket Closures under 24 hours
  - Some exceptions; waiting for responses, or replacing equipment



Meet the team

Miguel Aguilar
Systems Administrator

Miguel's position allows us to have a dedicated person to know all our software systems, databases, and structures inside and out and that we are using the systems to the fullest of their abilities

- Troubleshooting software
- Software setup
- Testing new software and functionality
- Software Maintenance
- Permissions
- Creating documentation
- Programing and Development
- Training

Compass Data Studio

The Compass Data Studio was developed to provide specific departments within Compass Charter Schools greater visibility to our data in our Student Information System. Once we realized how beneficial this was on a broader scale, we started adding additional visibility and currently have 3 areas. School Overview, Registration Progress, and Registration Tracker.

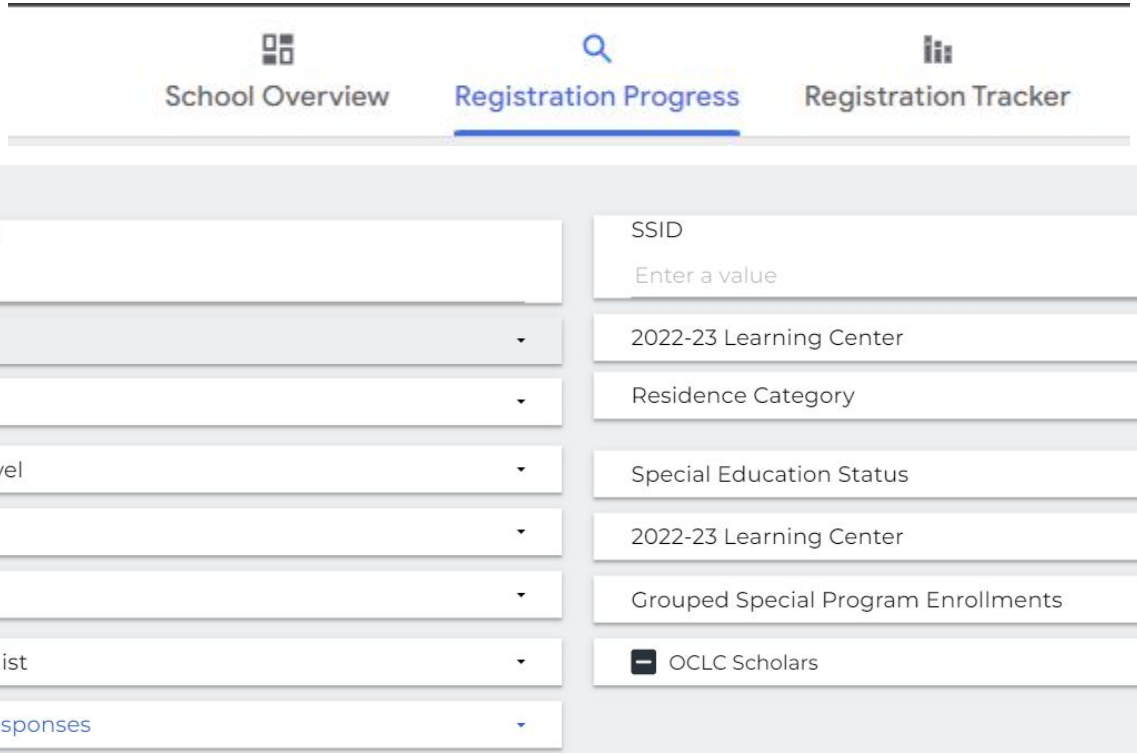
What you will find within the Compass Data Studio:

- Incoming new scholars
- Master Agreement status
- Scholar Re-enrollment status
- OCLC scholars
- Enrollments by County
- Grade levels by Charter
- Learning Program & Grade Span
- Roster information
- ST and Counselor roster assignments

You can filter by:

- Charter
- Program
- Grade level
- Learning Program
- Staff Assignment
- Re-enrollment status

Compass Data Studio



TPX Communication

- Our new platform with TPX communications was implemented at the start of the school year and has provided us with great information so far. Along with the antivirus and basic security monitoring our staff has completed 9 Cyber Security Training sessions.

  - Cyber Security Training
    - Phishing, Password security, Safe web browsing, Social engineering, Malware, Mobile security, Physical security, Removable media, Working remotely
  - Anti-Virus
  - Security monitoring
  - Asset Management / Updates
  - Cyber Security Phishing Simulations
  - Weekly CSV reports

Questions?

Contact:

David Brasch | Director of IT
(805) 405-0608
dbrasch@compasscharters.org

Notice

The following file is attached to this PDF. You will need to open this packet in an application that supports attachments to pdf files, e.g. Adobe Reader:

IT Dept Overview Presentation 2023.mp4

Coversheet

People Division

Section: VIII. Presentations
Item: B. People Division
Purpose:
Submitted by:
Related Material: People Division Overview - May 2023.mp4
2022-23 People Division Overview and Update Presentation.pdf

Notice

The following file is attached to this PDF. You will need to open this packet in an application that supports attachments to pdf files, e.g. Adobe Reader:

People Division Overview - May 2023.mp4

Compass Charter Schools

People Division Introduction and Overview

May 20, 2023

Agenda

- Mission and Vision
- Values

  The People Division
- Human Resources

  Training & Development
- 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.

Our Values

COMPASS CHARTERS
Acheivement: Engage in and take charge of your learning.
Respect: Be respectful in all interactions with fellow scholars, learning coaches, faculty, and staff.
Teamwork: Work cooperatively with all persons involved in your education. *Teamwork makes the Dreamwork*
Integrity: Behave following strong ethical principles, values, and academic honesty.
Communication:Frequently and proactively communicate with all persons involved in your education.

The People Division

Meet the Team: Human Resources

Jesse Zamora
Human Resources Manager

Our Human Resources Manager has been a successful addition to the Human Resources department. In his role, our Human Resources Manager has focused on:

- Maintaining positive employee relations.
- Employee retention efforts and initiatives.
- Maintaining personnel records, maintenance and monitoring of the human resources information system and related programs.
- Benefits administration, changes, and qualifying events.
- Strategic implementation of human resources policies, procedures, and best practices.
- Incident investigations and reporting.
- Assists with employee exits and surveys
- Collaborates with department and division leads to recruit highly qualified talent.
- Hiring, Competency-based inventory (candidate assessments)
    - New Hire Orientation
    - New Hire Check-ins and Follow-Up
- Verifications of Employment.

Human Resources

Department Overview & 2022-23 Updates

- Recruitment, Job Descriptions & CBI Assessments
  - Collaborated with the LCC to review and revise all job descriptions to assure alignment with the Framework for the Future and Growth & Development plans
  - Reviews and updates competency-based inventory assessments on an ongoing basis
- Annual Employee Handbook Updates
  - Reviews employee handbooks
  - Provides recommendations based on legal updates, mandates, etc.
- HRIS Updates
  - Reviewed HRIS platforms and provided a recommendation based on research
  - Implementing a new system for the upcoming school year based on employee feedback with the goal of improving the employee experience
- Benefits Administration & Updates
  - Reviewed platform changes for upcoming change to the HRIS and ensuring alignment with our benefits broker and insurance providers
- Guidesite Updates
- Cross-division collaboration to develop a comprehensive new hire training schedule
  - “Living” reference document on CCS processes and training resources
    - Customizable
    - Varies by department and role

Meet the Team: Training & Development

Debra LaCroix
Training & Development Manager

Our Training & Development Manager has been a wonderful addition to the People Division. Debra has brought a wealth of knowledge in the field of training and development to staff, we're hoping this is something that we can expand to learning coaches and scholars through collaboration.

- Analyzes, recommends, develops, and improves the quality of staff support.
- Creates multiple professional learning programs based on cross division/department collaborative communications and feedback.
    - Collaborates regularly with the LCC to implement the Framework for the Future, to support learning pathways
- Provides group and 1:1 training, coaching, and mentoring.
- Manages staff training and tracking certification programs
- Focuses on staff development, staff engagement, and retention
    - Leads new hire orientation(s)
    - New Hire Check-in's

Training & Development

Department Overview & 2022-23 Updates

- A Professional Learning Plan for the 2022-23 Year
  - Synchronous sessions
  - Asynchronous Sessions
  - Utilization of staff feedback & ratings
  - Introduced bite-sized Ted Talk like style asynchronous sessions
  - Cross-division collaborative work used to develop session
- Implementation of the DEI initiative and Restorative Justice for the All-Staff Retreat and through the upcoming school year
- Leading SDI Core Strengths
  - Introduced, implemented, and supports SDI Core Strengths with Leadership
  - Integrating SDI with the Leadership learning pathway
  - Provides 1:1 SDI Coaching
  - Preparing an SDI General Session for the All-Staff Retreat, subsequent activities for all staff, and support throughout the 2023-24 school year
- Comprehensive research underway for PL in 2023-24 school year with a focus on:
  - Organizational Trust
  - Empathy
  - Continued Team Building with trust
  - Keeping the Happiness Advantage real and operating
  - Generational differences for understanding of staff and scholars

Meet the Team

Sophie Trivino
Chief People Officer

Our Chief People Officer leads the Human Resources and Training and Development Teams.

- Cabinet and leadership level collaboration
  - Reviews, develops, implements and supports organization-wide initiatives.
  - Promotes Core Values, the Framework for the Future, and Employee Growth & Development plans.
- Optimizes people-centered initiatives throughout the organization.
  - Coaches and collaborates on department alignment, goals, initiatives and progress.
  - Reviews policies and procedures to ensure strategic implementation of division WIG's.
- Establishes and maintains collaborative relationships with educational partners (i.e. benefits providers, vendors, etc.).
  - Performs contract reviews and recommendations.
- Directs annual handbook and policy review and revisions.
- Performs Incident investigation reviews and formal recommendations.
- Fosters and encourages a positive organizational culture.

Questions?

Contact:

Sophie Trivino| Chief People Officer
(805) 807-8182
strivino@compasscharters.org
hrteam@compasscharters.org

Coversheet

Special Education Department Update

Section: IX. Academic Services
Item: A. Special Education Department Update
Purpose: Discuss
Submitted by: Amy Foody
Related Material: Special Education Board Meeting May 20.pdf

BACKGROUND:

Special Education at Compass Charters has grown over the past 3 years at a rapid rate. To help keep up with the changes, and provide continual improvemetns for our scholar, Special Education is making changes to how we contract with nonpublic agencies to provide services to our scholars. Special Education has also determined some departmental needs that can be addressed with staffing changes.

RECOMMENDATION:

Recommend approving the Nonpublic agency contract items on the Agenda for teh 2023/24 school, including Extended School year.

Compass Charter Schools

Special Education

May 20

Special Education Program 2023/24 Overview

Compass provides special education and related services to approximately 360 scholars. Many of these scholars require related services such as speech, occupational therapy, physical therapy, various counseling services and other related services. Compass charters has contracted with various nonpublic agencies to provide these services in the past. Compass Currently contracts for over 780 individual services for scholars and utilizes 42 different Nonpublic agencies. In an effort to improve services to scholars, increase communication and facilitate a team of professional who provide services to our Compass Scholars with special needs, special education department is working with four agencies to provide the virtual related services and assessments for our scholars. These four agencies have work well with Compass and are willing to provide dedicated providers. Having less agencies and providers will increase communication, allow Compass to ensure students are assigned virtual services quickly and will provide more opportunities for collaboration between providers and Compass staff.

Special Education is proposing that Compass Contract with four main Nonpublic Agencies to provide virtual services to our scholars with special education needs. The Agencies proposed support the ARTIC values of Compass and are proven partners. It is recommended that Compass contract for special education related services for the 2023/34 school year with Specialized Therapy Services, Partners in Special Education (PSE) and Oxford Consulting Services for the virtual related services. It is also recommended to continue to contract with EL Paseo for psycho- educational and other related services assessments for the 2023/24 school year. Compass will continue to contract with about 12 other agencies who are currently providing in-person and unique services to our scholar's when unique needs arise that cannot be fulfilled by the four main agencies.

Program Specialist Position

For 2023/24 school year it is also proposes to add staff to support scholar success and compliance. A program specialist position is recommended who could support our educational specialists with service delivery, identifying research based methodology and materials. A program specialist could be a liaison with MTSS and the SST process to support Child Find. This position could assist with new enrollments by being the first to read the incoming IEPs and assist with identifying appropriate placements within Compass. General Education teachers have coaches available to support them with lesson planning, scholar supports, a program specialist could provide similar support to our educational specialists. For 2023/34 school year Compass will also be adding new standards based functional/modified curriculum to meet the needs of our scholars with significant disabilities who require a modified program. The Program Specialists will be able to work with both general education and special education teachers to implement the new curriculum to support our scholars and Learning Coaches.

Special Education Clerical Support

Special Education would also recommend hiring a clerk to support with data collection, scholar data input, SEIS and CALPADS data input. Currently, these duties are shared by the Special Education technician, two Special Education Coordinators and the Director. Having a dedicated staff member would help improve data accuracy and compliance.

These two positions would be in place of hiring a speech therapist and psychologist for Compass. As Compass grows, it is recommended to analyze the fiscal and programmatic impact to hiring internal staff for assessments and related services, such as school psychologists, speech therapists, occupational therapists and counselors.

Coversheet

El Paseo Contract Approval

Section: IX. Academic Services
Item: B. El Paseo Contract Approval
Purpose: Vote
Submitted by: Amy Foody
Related Material: El Paseo master contract increase to finish 2223 (1).pdf

BACKGROUND:

El Paseo provides assessments for special education eligibility for Compass Charters. An increase in the contract in an amount of $ 120,000 is required at this time due to the increase in initial assessment requests received, parent requests for additional assessments in occupational Therapy, speech and behavior that were not accounted for in January 2023. Compass has experienced an increase is special education scholars over the past months that has also required additional assessments. Compass has had 75 initial assessment referral this school year. We have referred over 196 scholars for special education assessments the 2022/23 school year which is about 60 more than anticipated when the first request was made to increase the contract in January.

RECOMMENDATION:

Recommend increasing the El Paseo contract by $120,000 to ensure that all assessments are completed and funded by the end of the 22/23 fiscal year.

NONPUBLIC SERVICES MASTER CONTRACT

General Agreement for Nonsectarian,
Nonpublic School and Agency Services

LEA: Compass Charter Schools

NPA □ / NPS □: El Paseo Children's Center Inc.

Contract Year: 2022 - 2023

RECITALS

THIS AGREEMENT is made and entered into as of the [1] day of [April] [2023], and commencing on that same day of [April] [2023], by and Compass Charter Schools (hereinafter "Compass" or "LEA") and NPA/NPS (hereinafter "[El Paseo Children's Center Inc.]" or "CONTRACTOR"). Collectively, Compass or LEA and CONTRACTOR shall be referred to as the "Parties":

WHEREAS CONTRACTOR is a special education services company, performing related services and management, including Special Education administration and support, psychology services, counseling services, education specialists, instructional aides, speech therapy services, and other services as designated;

WHEREAS CONTRACTOR is a California certified non-public agency ("NPA");

WHEREAS, as of [April 1, 2023], Compass will be a member of the El Dorado SELPA ("SELPA") and deemed a local educational agency ("LEA") pursuant to Education Code § 47641(a) for the purposes of compliance with federal law and for eligibility for federal and state special education funds, and;

WHEREAS Compass wishes to contract with CONTRACTOR to provide special education services to Compass students on an "under arrangements" basis, and to establish a program for providing special education services to enrolled students;

WHEREAS CONTRACTOR possess the requisite license, training and experience to provide the services called for in this Agreement, and is prepared to assume the responsibility of providing selected special education services for Compass student(s); and

NOW, THEREFORE, in consideration of Compass paying to CONTRACTOR the compensation and CONTRACTOR performing the duties specified herein, it is mutually covenanted and agreed by and between the parties hereto as follows:

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. Master Contract

1.1 This Master Contract is entered into on [April 1, 2023] between COMPASS CHARTER SCHOOLS, hereafter referred to as the LOCAL EDUCATIONAL AGENCY ("LEA"), a member of the El Dorado Charter SELPA, and [El Paseo Children's Center Inc.], a nonpublic, nonsectarian school/agency, hereafter referred to as NPA or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq. It is understood that this Master Contract does not commit LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services for any student, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR on a student-by-student basis.

1.2 Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as "ISA"). The ISA shall specify CONTRACTOR's obligation to provide all or selected service(s) specified within the Student's IEP. The ISA shall be executed within ninety (90) days of a student's acceptance by the CONTRACTOR. LEA and CONTRACTOR shall enter into a separate ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to Student's IEPs and any other documentation and electronic database necessary to implement and document Student's ISA. The ISA shall require CONTRACTOR to maintain the confidentiality of the Student's educational records in accordance with the Families Educational Rights and Privacy Act of 2001 ("FERPA") (20 U.S.C. § 1232g) and this Master Contract.

1.3 Nonpublic School Placement Costs: LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the student's parent. Notwithstanding the foregoing, LEA shall be responsible for the costs associated with nonpublic school placement as specified in (a) an order directing placement made by the Office of Administrative Hearings (hereinafter referred to as "OAH"), (b) a lawfully executed agreement between LEA and parent, or (c) the authorization by LEA for a transfer student pursuant to California Education Code section 56325.

2. Certification and Licenses

2.1 CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification and licensure specified by CDE Certification, as defined in California Education Code, section 56366 *et seq*., and within the professional scope of practice of each provider's license, certification and/or credential. A current copy of CONTRACTOR's nonpublic school/agency certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Master Contract is executed by CONTRACTOR.

2.2 This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract.

2.3 Total student enrollment of the NPS operated by CONTRACTOR shall be limited to capacity as stated on CDE certification described in Section 2.1. Total student enrollment shall be limited to capacity as stated in Section 24 of this Master Contract.

2.4 In addition to meeting the certification requirements of the State of California, any program operated by CONTRACTOR outside of California shall be certified or licensed by the state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. § 1400 *et seq*.).

2.5 If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of California, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

2.6 With respect to CONTRACTOR's certification in Section 2.1, failure to notify the LEA and CDE of any changes in any of the following may result in the suspension or revocation of CDE certification and shall allow LEA to suspend or terminate this Master Contract at the discretion of the LEA:

- 2.6.1 credentialed/licensed staff;
- 2.6.2 ownership;
- 2.6.3 management and/or control of the agency;
- 2.6.4 major modification or relocation of facilities; or
- 2.6.5 significant modification of the program.

3. Compliance with Laws, Statutes, Regulations

3.1 During the term of this contract unless otherwise agreed, CONTRACTOR shall comply with the Individuals with Disabilities Education Act and all subsequent amendments and requirements and all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations relating facilities for individuals with exceptional needs, as well as all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations relating to the provision of special education and/or related services as set forth in federal and state special education laws and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR.

3.2 CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to, the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

3.3 CONTRACTOR acknowledges and agrees that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this reporting may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. Terms of Master Contract

4.1 The term of this Master Contract shall be from April 1, 2023 to June 30, 2023 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract shall be re-negotiated prior to June 30, 2023. In the event the contract is not renegotiated by June 30th, an interim contract may be made available as mutually agreed upon for up to 90 days from February 1 of the new fiscal year. (Title 5 California Code of Regulations section 3062(d).) In the absence of a successor or interim contract, this Agreement shall expire at the end of the Term.

Submission of an Application Packet for the development of a Master Contract does not guarantee that a Contract shall be issued. Applications will be considered on an individual basis.

Both parties agree to mutual intent to engage in the rate negotiation process as outlined in LEA's "NPS/NPA Rate Negotiation Process" for the subsequent contract year. However, no rate agreement of any kind (including a "contract to negotiate") will exist between the parties until they have signed a final formal written agreement. If the current master

contract expires while actively negotiating rates, LEA shall continue to pay CONTRACTOR invoices that are properly submitted for services rendered to LEA students at the last approved master contract rates until the mutually agreed rates are approved.

4.2 No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

4.3 The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. Integration/Continuance of Contract Following Expiration or Termination

5.1 This Master Contract governs the administration of each Individual Services Agreement ("ISA"), and each and every ISA is incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

5.2 CONTRACTOR shall provide the LEA with information as requested in writing to secure a new Master Contract or a renewal. At a minimum, such information shall include copies of teacher credentials and background clearance documentation, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to the LEA, no Master Contract will be issued.

5.3 If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety-day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2)).

5.4 In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA.

6. Individual Services Agreement

6.1 This Master Contract sets forth the basic terms under which LSA may approve an ISA for each student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for students with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students.

6.2 Any and all changes to a student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the student's IEP. At any time during the term of this Master Contract, a student's parent, CONTRACTOR, or LEA may request a review of a student's IEP subject to all procedural safeguards required by law.

6.3 The ISA shall specify which service(s) included in Student's IEP CONTRACTOR will provide. If CONTRACTOR is a NPS, CONTRACTOR will implement all special education and services identified in a Student's EIP unless agreed upon otherwise. In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within two (2) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to student as a result of lack of provision of services while student was served by the nonpublic school or agency.

6.4 Subject to CONTRACTOR's right to terminate this Master Contract or an ISA pursuant to Education Code section 56366, subdivision (a)(4) as set forth in Sections 6 and 14, if a parent contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall continue to serve the student pursuant to the student's ISA during the term of the Master Contract shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH. CONTRACTOR shall adhere to LEA decisions concerning changes in placement. Nothing herein shall be construed to mean that CONTRACTOR consents to the jurisdiction of OAH.

6.5 When it is necessary to extend services beyond the ISA ending date, a "stay-put" ISA will be executed within ten (10) school days of the ending date of the CONTRACTOR's last executed ISA.

6.5 CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

6.6 Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract are to be settled by the Dispute Resolution procedure set forth in Section 64.

7. DEFINITIONS

7.1 The following definitions shall apply for purposes of this contract:

a. The term "CONTRACTOR" means the nonpublic, nonsectarian school/agency identified in the first paragraph of this Master Contract, and its officers, agents and employees.

b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for nonpublic school/agencies. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for the administration of this Master Contract, unless otherwise specified in this Master Contract.

c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the California State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).

d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including but not limited to the standards contained in the California Business and Professions Code.

e. Nothing in the foregoing definition of "qualified" shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (r)).

f. The term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses, and which authorizes the bearer of the document to refer to himself or herself using a specified professional title and to provide certain professional services including but not limited to mental health and board

and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).

g. "Parent" means a biological or adoptive parent, unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child, an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare, a surrogate parent, a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

h. The term "days" means calendar days unless otherwise specified.

i. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.

j. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.

k. It is understood that the term "Master Contract" also means "Agreement" and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. Notices

8.1 All notices provided for by this contract shall be in writing. Notices shall be mailed or emailed to the designated LEA representative and shall be effective as of the date of receipt by addressee.

8.2 All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of this Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. Maintenance of Records

9.1 All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. CONTRACTOR shall electronically provide all of the following documents in its possession to the LEA for permanent storage: cumulative transcripts, including transcripts from other districts/charters; immunization card and verification of exemption from required immunization; and, birth certificate or other legal document(s) used to verify birth date.

9.2 For purposes of this Master Contract, "records" shall include, but not be limited to all of the following:

- 9.2.1 student records as defined by California Education Code section 49061(b) including electronically stored information;
- 9.2.2 cost data records as set forth in Title 5 of the California Code of Regulations section 3061;
- 9.2.3 registers and roll books of teachers and/or daily service providers;
- 9.2.4 daily service logs and notes and other documents used to record the provision of related services including supervision;
- 9.2.5 daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required;
- 9.2.6 bus rosters;
- 9.2.7 staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination;
- 9.2.8 records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets;
- 9.2.9 transportation and other related services subcontracts;
- 9.2.10 school calendars;
- 9.2.11 bell/class schedules when applicable;
- 9.2.12 liability and worker's compensation insurance policies;
- 9.2.13 state nonpublic school and/or agency certifications by-laws;
- 9.2.14 lists of current board of directors/trustees, if incorporated;
- 9.2.15 statement of income and expenses;
- 9.2.16 general journals;
- 9.2.17 cash receipts and disbursement books;
- 9.2.18 general ledgers and supporting documents;
- 9.2.19 documents evidencing financial expenditures;
- 9.2.20 federal/state payroll quarterly reports; and
- 9.2.21 bank statements and canceled checks or facsimile thereof.

9.4 Positive proof of attendance is required.

9.5 CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the student's record. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors.

9.6 CONTRACTOR or LEA shall maintain copies of any written parental concerns granting or regarding access to student records. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations.

9.7 CONTRACTOR agrees, in the event of school or agency closure, to forward student records within five (5) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, and reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

9.10 Upon at least ten (10) calendar days' prior written notice of the date of an upcoming IEP meeting, CONTRACTOR shall provide the LEA with goal progress reports, service logs and any additional relevant data no less than three (3) school days prior to the IEP meeting.

9.11 All student records and financial invoices and documentation must include the specific Compass school name in addition to the student's personally identifiable information.

10. Severability Clause

If any provision of this agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

11. Successors in Interest

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

12. Venue and Governing Law

The laws of the State of California shall govern the terms and conditions of this contract with venue in Ventura County.

13. Modifications and Amendments Required to Conform to Legal and Administrative Guidelines

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. LEA shall require the party seeking such modification to provide the LEA and CONTRACTOR thirty (30) days' prior written notice of any such demand for changes or modifications and a copy of the statute or regulation upon which the modification or changes are based.

14. Termination

14.1 This Master Contract or an Individual Service Agreement may be terminated for cause by either party. For the purposes of this Master Contract, "cause" is defined as breach, misfeasance, or other inappropriate action of the other party. The term "cause" does not include any action or failure to act of the Student identified in the ISA, or of the Student's Parent.

14.2 This Master Contract or an ISA may not be terminated based upon the availability of a public class initiated during the period of this Master Contract, unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. The cause may also not be due the action or failure to act of the Student identified in the ISA, or of the Student's Parent.

14.3 To terminate this Master Contract for cause either party shall give the other party twenty (20) days prior written notice (California Education Code section 56366(a)(4)). In instances where an issue occurs at the NPS that the LEA determines is an immediate threat to student health or safety or when or when there is documentation that CONTRACTOR has been unable to provide services required on IEP/ISA, LEA may terminate a student's ISA and/or reassign student to an alternative educational setting without providing 20 days' notice. At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract.

14.4 All ISAs shall be deemed void upon termination of this Master Contract, as provided in Section 5 or 6.

15. Insurance

15.1 CONTRACTOR shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage

from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof including but not limited to:

15.1.1 **General and Professional Liability.** General and professional liability insurance covering all activities of CONTRACTOR personnel during the executing of the obligations under this Agreement with coverage of not less than- One Million Dollars ($1,000,000) for any incident, Two Million Dollars ($2,000,000) annual aggregate per incident, and Three Million Dollars ($3,000,000) excess liability policy for a maximum of Five Million Dollars ($5,000,000) per aggregate limit.

15.1.2 **Worker's Compensation**. Worker's compensation insurance covering each employee providing in-person Services to LEA hereunder; workers' compensation insurance shall comply with all applicable legal requirements.

15.2 CONTRACTOR agrees to provide LEA with a Certificate of Insurance naming LEA as an additional insured on such general and professional liability insurance policies. Policies will be furnished to LEA for review upon request. LEA shall not obtain workers' compensation insurance on behalf of CONTRACTOR or CONTRACTOR's employees.

15.3 If the CONTRACTOR is a NPS or Residential Treatment Center ("RTC"), additional insurance must be secured in accordance with law and standard practice as directed by LEA.

15.4 If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may propose an amendment to this Agreement to modify the insurance obligations.

15.5 SELF-INSURANCE: When the self-insurance retention for the CONTRACTOR is to be $100,000 or more, the CONTRACTOR shall submit, in writing, information on its proposed self- insurance program. The submission shall include:

- A complete description of the program, including types of risks, and limits of coverage
- The CONTRACTOR's latest financial statements
- Claims administration policy, practices, and procedures
- A disclosure of all captive insurance company and reinsurance agreements, including methods of computing costs.

Programs of self-insurance covering workers' compensation:

- An approved program of self-insurance must include coverage for any employer's liability not covered by commercial insurance.

For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self- insurance

maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

All Certificates of Insurance shall contain a reference to the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate.

If LEA or CONTRACTOR determines that changes in insurance coverage obligations under this section are necessary, either party may reopen negotiations to modify the insurance obligations.

16. Indemnification and Hold Harmless

16.1 To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, or the performance of any ISA, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA shall have the right in their sole discretion to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

16.2 To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Officers, Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, or the performance of any ISA, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

17. Independent Contract

17.1 Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the

LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

17.2 If the LEA is held to be a partner, joint venturer, co-principle, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

17.3 LEA and CONTRACTOR agree to the following rights consistent with an independent contractor relationship:

17.3.1 CONTRACTOR has the right to perform services for others during the term of this Agreement.

17.3.2 CONTRACTOR has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed to the extent the provision of CONTRACTOR's services are consistent with the responsibilities set forth in the ISA.

17.3.3 CONTRACTOR has the right to hire assistants or to use employees to provide the services required by this Agreement.

17.3.4 CONTRACTOR or CONTRACTOR's employees shall perform the services required by this Agreement; LEA shall not hire, supervise or pay any assistants to help CONTRACTOR.

17.3.5 Neither CONTRACTOR nor CONTRACTOR's employees shall receive any training from LEA in the skills necessary to perform the services required by this Agreement.

17.3.6 LEA shall not require CONTRACTOR or CONTRACTOR's employees to devote full time to performing the services required by this Agreement.

17.3.7 Neither CONTRACTOR nor CONTRACTOR's employees are eligible to participate in any employee pension, health, vacation pay, sick pay or other fringe benefit plan of LEA.

18. Subcontracting

CONTRACTOR shall not subcontract duties assigned to CONTRACTOR pursuant to this Agreement or any ISA.

19. Conflicts of Interest

19.1 CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated.

19.2 CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

19.3 Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR.

19.4 To avoid conflict of interest, and in order to ensure the independence and appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the LEA agrees to fund.

19.5 Only when no other appropriate assessor is available, LEA may request, and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

19.6 In the event that CONTRACTOR is a Nonpublic Agency, CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who was an employee of LEA within the three hundred and sixty five (365) days prior to executing this contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

19.7 CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

20. NON-DISCRIMINATION

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

EDUCATIONAL PROGRAM

21. Free and Appropriate Public Education (FAPE)

21.1 LEA shall provide CONTRACTOR with a copy of the IEP including all relevant attachments of each student served by CONTRACTOR. CONTRACTOR shall provide to each student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the student's IEP and as specified in the ISA.

21.2 CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student's IEP and ISA.

21.3 Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for students, as specified in the student's IEP and ISA. CONTRACTOR shall impose no fee or charge of any kind to parents for special education and/or related services as specified in the student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Master Contract).

21.4 LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the nonpublic school. CONTRACTOR shall provide school site-based training for student, teacher, support staff and parent on the use of the device. CONTRACTOR shall return device to LEA, as per issuance procedures, within two (2) working days of student termination or ceasing to qualify for device. CONTRACTOR shall file or attempt to file police reports for missing/lost/stolen device(s), providing documentation of attempt, and coordinate the provision of any police report number to LEA within five (5) working days of becoming aware of loss. LEA is not responsible for and shall not reimburse CONTRACTOR for any damage to or loss of devices owned or provided by CONTRACTOR, or for replacement of malfunctioning, damaged or stolen school-provided technology used for instruction or access (e.g., assistive technology). The equipment remains the property of the LEA and shall be returned to the LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the nonpublic school or transfers out of the LEA.

21.5 CONTRACTOR shall be solely responsible for ensuring that facilities are adequate to provide LEA students with an environment which meets all state and local health and safety regulations and guidance.

21.6 CONTRACTOR may only charge a student's parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

21.7 Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student's receipt of special education and/or related services as specified in the student's IEP and ISA unless the LEA, CONTRACTOR, and PARENT agree otherwise in writing.

22. General Program of Instruction

22.1 All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 et seq., and shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations.

22.2 When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall:

- 22.2.1 utilize evidence-based practices and predictors and be consistent with LEA's standards regarding the particular course of study and curriculum;
- 22.2.2 include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services;
- 22.2.3 be consistent with CDE's standards regarding the particular course of study and curriculum;
- 22.2.4 provide the services as specified in the student's IEP and ISA.

22.3 Students shall have access to:

- 22.3.1 State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the nonpublic school:
- 22.3.2 college preparation courses;
- 22.3.3 extracurricular activities, such as art, sports, music and academic clubs;
- 22.3.4 career preparation and vocational training, consistent with transition plans pursuant to state and federal law; and

22.3.5 supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

22.4 When CONTRACTOR serves students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements.

22.5 CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

22.6 When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA.

22.7 The nonpublic agency providing Behavior Intervention services shall develop a written plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA.

22.8 School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team.

22.9 Any services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present.

22.10 Section 22.9 shall not apply to services provided by a CONTRACTOR that is a licensed children's institution or to the provision of emergency services, provided CONTRACTOR has a written authorization signed by the parent or legal guardian to authorize emergency services as requested. Licensed Children's Institution ("LCI") CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract.

22.11 CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

22.12 When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the minimum instructional time requirements for Charter Schools in the state of California and shall be specified in the student's ISA developed in accordance with the student's IEP.

24. Class Size

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one (1) teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing.

25. Calendars

25.1 When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days not to exceed one hundred and eighty (180) days, plus extended school year billable days equivalent to the number of days determined by the LEA's extended school year calendar.

25.2 Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall require or be interpreted to require the LEA to accept any requests for calendar changes.

25.3 Unless otherwise specified by the students' IEP, educational services shall occur at the CONTRACTOR's facility or in Student's home. A student shall only be eligible for extended school year services if such are included in his/her IEP and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

25.4 Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when LEA's school program is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic school service. Any instructional days provided before the execution of this Agreement shall be at the sole financial responsibility of the CONTRACTOR.

25.5 LEA shall provide a school calendar to CONTRACTOR prior to the initiation of services. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall

provide related services to LEA students on only those days that the LEA is in session. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment.

26. Data Reporting

26.1 CONTRACTOR shall provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall provide all data related to any and all sections of this Agreement and requested by and in the format required by the LEA.

26.2 It is understood that all nonpublic school and agencies shall utilize the LEA approved electronic IEP system, Special Education Information System ("SEIS") for all IEP development and progress reporting, unless otherwise agreed to by the LEA. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

26.3 The LEA shall provide the CONTRACTOR with approved forms and/or format for such data including, but not limited to, invoicing, attendance reports and progress reports. The LEA may approve use of CONTRACTOR'S forms in LEA's sole discretion.

26.4 All data reporting and documentation must include the specific Compass school name in addition to the student's personally identifiable information.

27. Statewide Achievement Testing

27.1 When CONTRACTOR is a nonpublic school, per implementation of Senate Bill 484, CONTRACTOR shall administer all Statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, the English Language Proficiency Assessments for California ("ELPAC"), as appropriate to the student, and mandated by LEA pursuant to LEA requirements and state and federal guidelines.

27.2 CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. CONTRACTOR shall provide test administration by CONTRACTOR'S qualified staff in accordance with LEA test administration protocols. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

28. Mandated Attendance at LEA Meetings

28.1 CONTRACTOR shall attend LEA mandated meetings (via teleconference) when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, and standardized testing and IEPs.

28.2 LEA shall provide CONTRACTOR with reasonable notice of mandated meetings.

28.3 Attendance at such mandated meetings does not constitute a billable service hour(s).

29. Positive Behavior Interventions and Supports

29.1 CONTRACTOR shall comply with the requirements of Education Code section 56521.1 and 56521.2, federal law and regulation, and LEA policy regarding Student behavior and discipline. This includes, but is not limited to, the completion of Behavior Emergency Reports, emergency interventions, implementation of Behavior Intervention Plans, parental notice and prohibitions against restraint and seclusion.

29.2 In the event of a pupil-involved incident for which law enforcement was contacted, CONTRACTOR shall notify CDE and the LEA of the incident, in writing, no later than one business day after the incident occurred.

29.3 CONTRACTOR shall document the training of staff who will have contact or interaction with pupils during the school day in the use of evidence-based practices and interventions specific to the unique needs of the CONTRACTOR's population. This training shall be provided within thirty (30) days of employment to new staff and annually to all staff who have any contact or interaction with pupils during the school day. The structure and content of the training shall comply with the requirements set forth in AB 1172. LEA shall annually verify that CONTRACTOR has completed this training and report to CDE that the LEA has completed this verification.

29.4 Effective January 1, 2020, CONTRACTOR shall notify CDE and the LEA of any pupil-involved incident at the NPS/NPA in which law enforcement was contacted. This notification shall be provided in writing, no later than one business day after the incident occurred. Education Code § 56366.1(i)(2).

29.5 Effective January 1, 2020, to be certified by CDE, a NPS serving pupils with significant behavioral needs or who have a Behavioral Intervention Plan ("BIP"), the NPS must have an individual onsite during school hours who is qualified, and responsible for the design, planning, and implementation of behavioral

interventions, as authorized under Section 3051.23 of Title 5 of the California Code of Regulations. Education Code § 56366.10.

30. Student Discipline

30.1 CONTRACTOR shall maintain and abide by LEA's policy for student discipline.

30.2 CONTRACTOR shall not unilaterally suspend or recommend for expulsion any student without prior communication with and agreement of the LEA and pursuant to all procedures within the LEA's suspension/expulsion policy.

30.3 CONTRACTOR may not terminate this Agreement due to Student's behavior unless Parent is in agreement otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

31. IEP Team Meetings

31.1 An IEP team meeting shall be convened at least annually to evaluate:

31.1.1 the educational progress of each student served by CONTRACTOR;
31.1.2 whether or not the needs of the student continue to be best met by CONTRACTOR; and
31.1.3 whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii)) and pursuant to California Education Code section 56345 (b) (4).)

31.2 Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed.

31.3 At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. It is understood that CONTRACTOR will join any meetings by teleconference or videoconference unless otherwise mandated by a Student's IEP, judicial order, or settlement agreement.

31.4 CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

31.5 It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The SELPA shall provide training for any NPS and NPA to assure access to the approved system. The NPS and/or NPA shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student is no longer receiving services from CONTRACTOR, the NPS/NPA shall discontinue use of the approved system for that student.

31.6 Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

32. Surrogate Parents and Foster Youth

32.1 LEA shall comply with state and federal laws and regulations and LEA policies and procedures regarding surrogate parent assignments. CONTRACTOR shall comply with LEA surrogate parent assignments.

32.2 Per California Education Code sections 51225.1 and 51225.3, students who are homeless, in foster care, a former juvenile court school pupil, children of military families, migratory students, or a pupil participating in a newcomer program, as defined in section 51225.2, who transfer schools after their second year of high school and who cannot reasonably complete all LEA graduation requirements in four (4) years may be eligible to graduate by completing the minimum state graduation requirements per AB 216/167. Within five (5) days of contact by CONTRACTOR, the LEA will determine student eligibility for AB 216/167. CONTRACTOR will award partial or full credits to this student population for all work satisfactorily completed while in attendance at the nonpublic school. Once eligibility is established, the LEA will provide CONTRACTOR with AB 216 Notification Letter to review with the student and educational rights holder ("ERH"). CONTRACTOR will forward a copy of the signed AB 216 Notification Letter, indicating acceptance, rejection, or deferral of the exemption, to the LEA immediately upon completion for further handling. LEA shall comply with its Foster and Homeless Youth policies and state and federal law.

33. Due Process Proceedings

33.1 CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to

any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency.

33.2 Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

34. Complaint Procedures

34.1 CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following:

- 34.1.1 Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.;
- 34.1.2 Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a);
- 34.1.3 Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c);
- 34.1.4 Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and
- 34.1.5 Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA").

34.3 CONTRACTOR shall provide written verification of the implementation of these procedures to the LEA.

34.2 Upon receipt of any complaint regarding an LEA student, CONTRACTOR shall notify the LEA within two (2) business days.

34.3 CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency.

34.4 CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all non-privileged reports generated as a result of an investigation.

35. Student Progress Reports/Report Cards and Assessments

35.1 CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards annually and at least three (3) school days prior to any IEP meeting when LEA notifies CONTRACTOR at least ten (10) calendar days prior to the IEP

meeting. At a minimum, progress reports shall include progress over time towards IEP goals and objectives.

35.2 A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s).

35.3 The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted in the discretion of the LEA.

35.4 CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices.

35.5 CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the annual or triennial review IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

35.6 CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

35.7 CONTRACTOR acknowledges and agrees that all billable hours must be in direct services to pupils as specified in the ISA. For Nonpublic Agency services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

35.8 CONTRACTOR shall not charge the student's parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, interviews, and/or meetings. The Parties agree that all billable hours shall be limited as specified on the ISA consistent with the IEP. It is understood that

copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

36. Transcripts

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for LEA students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms LEA for evaluation of progress toward completion of diploma requirements as specified in LEA's Charter.

37. Student Change of Residence

37.1 Within five (5) school days after CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA of the student's change of residence as specified in LEA Procedures.

37.2 If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in Section 37.1, LEA shall not be responsible for the costs of services delivered after the student's change of residence.

38. Withdrawal of Student from Program

38.1 CONTRACTOR shall immediately report electronically and in writing to the LEA within two (2) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and student's discharge against professional advice from a Nonpublic Schools/Residential Treatment Center ("NPS/RTC").

39. Parent Access

39.1 CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters.

39.2 CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

39.3 CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance.

39.4 CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel- related expenses shall be made directly through the LEA.

39.5 CONTRACTOR providing services in the student's home as specified in the IEP shall assure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations.

39.6 CONTRACTOR shall require the parent to inform the LEA of any changes of caregivers and provide written authorization for care in an emergency situation. CONTRACTOR agrees that any employee or volunteer associated with the NPS/NPA service provider cannot be as an adult caregiver.

39.7 For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent (or LEA-approved responsible adult) is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written, shall also be provided to the LEA.

40. Services and Supervision and Professional Conduct

CONTRACTOR is expected to provide all services at CONTRACTOR's facility or at another location as determined with Student and Parents. CONTRACTORS are not able to provide services at an LEA School Site.

41. Licensed Children's Institution ("LCI") Contractors and Residential Treatment Center ("RTC") Contractors

41.1 If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1(b), AB 1858 (2004), AB 490 (Chapter 862, Statutes of 2003), AB 1261 (2005), AB 1166 Chapter 171 (2015), AB 167 Chapter 224 (2010), AB 216 Chapter 324 (2013), AB 379 Chapter 772 (2015), AB 1012 Chapter 703 (2015), and the procedures set forth in the LEA Procedures.

41.2 An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

41.3 If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1412(a)(1)(A) and Education Code section 56000, et seq.; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), 20 U.S.C. section 1401(29); Education

Code section 56031; Cal. Code Regs., Title 5, section 3001 et seq., Cal. Code Regs., Title 2, section 60100 et seq. regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in the LEA student's IEPs.

41.4 If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all LEA students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment.

41.5 LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights. The foregoing limitation shall not apply, and LEA shall be responsible for the costs associated with non-school placement, as specified in an OAH order or a lawfully executed agreement between LEA and parent,

41.6 In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

42. State Meal Mandate

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

43. Monitoring

43.1 CONTRACTOR shall allow LEA representatives access to its facilities or virtual programming for periodic monitoring of each student's instructional program. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR, and review each student's records and progress. Such access shall include unannounced monitoring visits as determined in LEA's sole discretion. CONTRACTOR shall be invited to participate in the review of each student's progress.

43.2 If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

43.3 The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the

educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (a) CONTRACTOR shall complete a self-review in year one; (b) the Superintendent shall conduct an onsite review in year two; and (c) the Superintendent shall conduct a follow-up visit in year three.

43.4 CONTRACTOR shall participate in any LEA and CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the nonpublic school, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall diligently conduct any follow-up or corrective action procedures related to review findings.

43.5 CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, the following:

- 43.5.1 a review of core compliance areas of health and safety;
- 43.5.2 curriculum/instruction;
- 43.5.3 related services; and
- 43.5.4 contractual, legal, and procedural compliance.

43.6 When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

43.7 If the LEA does not have any pupils enrolled at or receiving services through CONTRACTOR at the time of this Agreement, the LEA shall conduct the following:

- 43.7.1 An onsite visit to the NPS/NPA before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.[12]
- 43.7.2 At least one onsite monitoring visit during each school year to the CONTRACTOR at which the LEA has a pupil attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to:
  - 43.7.2.A A review of services provided to the pupil through the individual service agreement between the LEA and CONTRACTOR;
  - 43.7.2.B A review of progress the pupil is making toward the goals set forth in the pupil's Individualized Education Program ("IEP");
  - 43.7.2.C A review of progress the pupil is making toward the goals set forth in the pupil's BIP if the pupil has a BIP;
  - 43.7.2.D An observation of the pupil during instruction; and
  - 43.7.2.E A walkthrough of the facility.

43.7.3 The LEA shall report the findings resulting from the monitoring visit to CDE within 60 calendar days of the onsite visit.

44. Inability to Provide In-Person Services Due to Emergency Circumstances

In the event CONTRACTOR is unable to fulfill its duty to provide in-person services as required by the ISA and/or the LEA student's IEP for more than ten (10) school days, CONTRACTOR agrees to provide virtual services to the greatest extent possible. If CONTRACTOR is unable or unwilling to provide virtual services, CONTRACTOR agrees to provide compensatory services equal to the amount of services missed due to the emergency circumstance. CONTRACTOR agrees that all decisions regarding whether in-person services may be provided shall be in accordance with state and local legislation and guidance from the CDE and California Department of Public Health ("CDPH"), as applicable.

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45. Clearance Requirements

45.1 CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1, including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") for CONTRACTOR's employees, volunteers, subcontractors, transportation providers (i.e., bus, van taxi drivers), or any person with regular student contact employed directly or indirectly by it prior to service with any LEA student. CONTRACTOR hereby agrees that CONTRACTOR's employees, volunteers, subcontractors or any person employed directly or indirectly by it, or any regular outside service provider (such as Department of Probation, Department of Children and Family Services, and/or Los Angeles County Department of Children's Services), shall not come in contact with LEA students until CDOJ clearance and subsequent arrest notification are obtained and confirmed by the CONTRACTOR. CONTRACTOR shall certify in writing to LEA that none of its employees, volunteers, subcontractors or any person employed directly or indirectly by it who may come into contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Clearance certification for those providers who provide or supervise services billed to the LEA shall be provided electronically to the LEA within forty-eight (48) hours of account execution. CONTRACTOR shall submit to LEA a "Staff List and Clearance Form" for all CONTRACTOR's employees, volunteers, subcontractors, transportation providers (i.e., bus, van, or taxi drivers), or any person with regular student contact employed directly or indirectly. CONTRACTOR shall provide an updated "Staff List and Clearance Form" whenever there is a change in personnel covered by the document. In addition, notwithstanding the restrictions on sharing and destroying criminal background

check information, CONTRACTOR, upon demand, shall make available to the LEA and State Superintendent of Instruction evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the CONTRACTOR. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Proof of subsequent arrest notification, as required by California Penal Code section 11105.2, for all staff shall be provided upon request.

45.2 Any CONTRACTOR that operates a program outside of this State shall also comply with the legal requirements of the applicable State where the program is located for mandated background checks and clearance requirements in order to have direct contact with children.

45.3 Per California Health and Safety Code section 1596.7995, CONTRACTORS shall not allow a person to be employed or volunteer at a day care center, preschool, or extended day facility, who has not been immunized against influenza, pertussis, and measles. Each employee and volunteer shall obtain an influenza vaccination between August 1 and December 1 of each year. A person is exempt from this requirement of this section only if the person submits a written declaration that he or she had declined the Influenza vaccination.

46. Staff Qualifications

46.1 CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(y), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

46.2 CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 et seq. and 45350 et seq.

46.3 In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

47. Verification of Licenses, Credentials and Other Documents

47.1 Upon request, CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools where parents of Students are domiciled.

47.2 CONTRACTOR shall notify LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to students as specified in the LEA Procedures.

47.3 The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

48. Staff Absence and Tardiness

48.1 When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers.

48.2 LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make-up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

48.3 CONTRACTOR agrees to maintain and enforce a policy requiring CONTRACTOR's employees to report for duty on time, and employees with repeated tardiness shall be subject to discipline by CONTRACTOR. CONTRACTOR agrees that LEA shall have the right to refuse to work with any employee of CONTRACTOR whose repeated tardiness negatively impacts LEA, and in such event CONTRACTOR shall provide a replacement employee who can perform the services on a consistently timely basis.

49. Staff Professional Behavior When Providing Services At School Facility and/or in the Home

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in LEA Board policies and/or regulations when made available to the CONTRACTOR.

HEALTH AND SAFETY MANDATES

50. Health and Safety

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. Without limiting the foregoing, CONTRACTOR agrees to maintain and enforce appropriate health and safety protocols in an Infection Control Plan for COVID-19, or its equivalent, as required by applicable state and local health orders.

51. Facilities and Facilities Modifications

51.1 CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to:

- 51.1.1 illness prevention;
- 51.1.2 access by disabled persons;
- 51.1.3 fire, health, sanitation, and building standards and safety features and equipment;
- 51.1.4 fire alarm and suppression systems;
- 51.1.5 zoning permits; and
- 51.1.6 occupancy capacity.

51.2 When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances.

51.3 Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

52. Administration of Medication

52.1 CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement.

52.2 CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication.

52.3 CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

53. Incident/Accident Reporting

Within 24 hours, CONTRACTOR shall submit any accident or incident report to the LEA via email or other electronic means of communication specified by LEA for that purpose. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures. CONTRACTOR shall electronically report, using LEA platform, any time CONTRACTOR determines that a LEA pupil has committed an act as defined in Education Code sections 48900 et seq., regardless of whether the act results in a disciplinary action of suspension or expulsion.

54. Child Abuse Reporting

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, regarding child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), CONTRACTOR agrees to maintain the confidentiality of reports as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

55. Sexual Harassment

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy shall include procedures to make complaints without fear of retaliation, and for prompt and objective

investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

56. Reporting of Missing Children

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

57. Enrollment, Contracting, Service Tracing, Attendance Reporting, and Billing Procedures

57.1 CONTRACTOR shall assure that the school or agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to properly implement the IEP and ISA for each and every student.

57.2 CONTRACTOR shall comply with applicable laws and regulations governing enrollment, contracting, attendance reporting, service tracking and billing. Service tracking documentation shall be completed within five (5) school days of the scheduled event and service tracking session notes shall meet LEA standards for documenting services (i.e., listed on student's current IEP; relevant to the IEP goal; includes a brief description of the activity and an outcome statement; includes an objective measure of the student's progress toward the IEP goal and/or a reflection by the provider that is demonstrative of professional judgment specific to his/her own discipline; is consistent with professional standards established for each discipline.

57.3 CONTRACTOR agrees that billing shall conform to the requirements of electronic billing as specified by the LEA Procedures. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

57.4 CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this

contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment. The amount billed shall directly reflect the services actually delivered. Bulk or flat-rate billing is not permitted.

57.5 CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA in the LEA Procedures. At a minimum, each invoice must contain the following information:

57.5.1 month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA;
57.5.2 name of staff who provided the service;
57.5.3 approved cost of each invoice;
57.5.4 total for each service and total for the monthly invoice;
57.5.5 date invoice was mailed;
57.5.6 signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification;
57.5.7 verification that attendance report is attached as appropriate;
57.5.8 indication of any made-up session consistent with this contract;
57.5.9 verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and
57.5.10 name or initials of each student for when the service was provided.

57.6 In the event services were not provided, CONTRACTOR shall explain to LEA in writing why the services were not provided.

57.7 Each invoice is subject to all conditions of this contract. At the discretion of the LEA, LEA may require CONTRACTOR to submit an electronic invoice for services, provided LEA has given CONTRACTOR reasonable advance written notice.

57.8 Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty- five (45) days of LEA's receipt of properly submitted copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA.

57.9 As needed, CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

57.10 In no case shall initial payment claim submission for any Master Contract fiscal year (April through June) extend beyond the following December 31st. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year.

57.11 CONTRACTOR shall pay all income taxes and FICA (Social Security and Medicare taxes) incurred while performing services under this Agreement. If CONTRACTOR is required to pay any federal, state or local sales, use, property, or value added taxes based on the services provided under this Agreement, the taxes shall be separately billed to LEA. CONTRACTOR shall not pay any interest or penalties incurred due to late payment or nonpayment of any taxes by LEA. LEA will not:

57.11.1 withhold FICA from CONTRACTOR's payments or make FICA payments on CONTRACTOR's behalf;
57.11.2 make state or federal unemployment compensation contributions on CONTRACTOR's behalf;
57.11.3 withhold state or federal income tax from CONTRACTOR's payments; or
57.11.4 pay or reimburse mileage for NPA employee.

57.12 All financial invoices and documentation must include the specific Compass school name in addition to the student's personally identifiable information.

58. Right to Withhold Payment

58.1 LEA may withhold payment to CONTRACTOR or require CONTRACTOR to return excess funds already paid under the following circumstances:

58.1.1 CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract;
58.1.2 CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services;
58.1.3 CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records;
58.1.4 CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2);
58.1.5 education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified;
58.1.6 LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program;

58.1.7 CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA within five (5) days of such confirmation;
58.1.8 CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student.
58.1.9 Students served in service tracking groups when group size exceeds allowable the group size limits as stipulated within this contract and/or the rate page "Exhibit A";
58.1.10 Service tracking documentation does not meet professional standards as described in this contract; or
58.1.11 The invoice costs of all outstanding assistive technology devices that are due to have been returned but have not been returned, or for which a police report has not been filed or lacking documented attempt to be filed, at the close of each semester, as described in this contract, will be recouped from the CONTRACTOR in a subsequent invoice.

58.2 CONTRACTOR agrees that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

58.3 Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations in Article 57 of this Agreement. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days of CONTRACTOR's final invoice. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

58.4 The amount which may be withheld by LEA or returned by CONTRACTOR with respect to Section 58.1 are as follows:
58.4.1 the value of the service CONTRACTOR failed to perform;
58.4.2 the amount of overpayment;
58.4.3 the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR;
58.4.4 the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified;
58.4.5 the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or
58.4.6 the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

LEA may withhold or deny payment of any costs submitted to LEA on the basis of CONTRACTOR's failure to provide documentation of required training as set forth in

this Master Contract or CONTRACTOR's failure to deliver required services and/or from missing/incomplete or improper documentation of such services.

In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA (with the exception of parent or student refusal), the CONTRACTOR shall notify the LEA in writing within ten (10) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to student as a result of lack of provision of services by CONTRACTOR while student was served by the nonpublic school or agency, regardless of whether awarded to student through a Charter IEP, due process agreement, or CDE Required Corrective Action. LEA shall compensate CONTRACTOR for the compensatory service hours at the rates specified by the current contract unless billed for previously or included in a bundled rate.

58.5 If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. If LEA determines, in LEA's sole discretion, that CONTRACTOR's written request shows good cause for an extension, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

58.6 If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that payment will be made, or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

58.7 After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

58.8 After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning disputes under this section shall be subject to dispute resolution in accordance with Section 64.

59. Payment From Outside Agencies

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students.

60. Payment for Absences

60.1 STAFF ABSENCE

60.1.1 Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher. CONTRACTOR may not provide coverage for an absent teacher by combining two classes when doing so would violate the maximum student to staff ratios defined in Section 24.

60.1.2 Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

60.2 STUDENT ABSENCE

60.2.1 If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day or fifth (5^{th}) consecutive day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence as specified in the LEA Procedures.

60.2.2 Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on

which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

60.2.3 NON PUBLIC AGENCY NO SHOW OR LATE ARRIVAL POLICY: Unless the student provides timely notice, if the student fails to show for or is late to his/her scheduled appointment, CONTRACTOR will note appointment and arrival time (as applicable) and that the student did not attend or was late.

60.2.4 For virtual sessions, LEA will pay fifty percent (50%) of the virtual sessions rate for a student who does not attend or who is late to his/her session provided the student or LEA failed to provide timely notice to CONTRACTOR.

60.2.5 For in-person sessions, LEA will pay the full session rate for a student who does not attend or who is late to his/her session provided the student or LEA failed to provide timely notice to CONTRACTOR.

60.2.6 If a student does not show or arrives late, CONTRACTOR provide notice to the LEA contemporaneously with the missed session. CONTRACTOR will additionally submit an invoice for those sessions and provide written proof the student did not show or arrived late, along with including documented attempts to contact the family or student. There must be contact attempts documented in the therapy notes section.

60.2.7 SESSION CANCELLATIONS WITH 24+ HOURS NOTICE: Session cancellations with 24+ hours' notice must be rescheduled if possible, unless otherwise agreed upon in writing (e.g. Parent declines services for an extended period.) CONTRACTOR agrees to document attempts to rescheduled missed sessions and provide documentation to LEA.

61. Inspection and Audit

61.1 The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

61.2 CONTRACTOR shall provide access to LEA to all records including, but not limited to:

61.2.1 student records as defined by California Education Code section 49061(b) including electronically stored information; cost data and fiscal records as set forth in Title 5 of the California Code of Regulations section 3061;

61.2.2 registers and roll books of teachers and/or daily service providers; daily service logs and notes used to record the provision of related services including supervision; daily service logs and notes or other documents used to record the provision of related services;

61.2.3 Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors;
61.2.4 absence verification records (parent/doctor notes, telephone logs, and related documents);
61.2.5 bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, dates of hire, and dates of termination; records of employee training and certification;
61.2.6 staff time sheets;
61.2.7 non-paid staff and volunteer sign-in sheets;
61.2.8 transportation and other related service subcontracts;
61.2.9 school calendars; bell/class schedules when applicable;
61.2.10 liability and worker's compensation insurance policies;
61.2.11 state nonpublic school and/or agency certifications;
61.2.12 by-laws; lists of current board of directors/trustees, if incorporated;
61.2.13 other documents evidencing financial expenditures related to LEA students;
61.2.14 federal/state payroll quarterly reports Form 941/DE3DP;
61.2.15 bank statements and canceled checks or facsimile thereof; and
61.2.16 all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

61.3 Access to records in this Article 61 shall include unannounced inspections by LEA.

61.4 CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

61.5 On no occasion shall CONTRACTOR impose additional requirements (e.g. Parent consent, release of information) for the provision of records concerning a Student who is being served or had been served by CONTRACTOR pursuant to an ISA.

61.6 CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

61.7 If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written

notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand.

61.8 Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

62. Rate Schedule

62.1 The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as noted in California Education Code Section 46200-46208.

62.2 Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

63. Debarment Certification

By signing this Agreement, the CONTRACTOR certifies that:

(a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

64. Dispute Resolution

64.1 The parties shall endeavor to resolve their disputes by an informal meet and confer process not to exceed fourteen (14) days. Any disputes not resolved by such an informal meet and confer process shall be submitted to binding arbitration which, unless the parties mutually agree otherwise, shall be conducted in the venue specified in Section 12. A demand for arbitration shall be made in writing, delivered to the other party to the Master Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all claims then known to that party on which arbitration is permitted to be demanded.

64.2 A demand for arbitration shall be made no later than the date when the institution of legal or equitable proceedings based on a claim between the parties would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim.

64.3 The arbitration hearing shall be conducted before a single arbitrator having at least ten (10) years' experience with special education law. The parties may conduct discovery, and the arbitrator may make orders regarding such discovery, as permitted by California Code of Civil Procedure section 1283.05. The arbitrator shall apply California substantive law to the claims in dispute, and shall utilize the California JAMS procedure and rules with respect to the presentation, receipt and admissibility of evidence at the arbitration hearing. An award may be entered against a party who fails to appear at a duly-noticed hearing. The arbitrator shall prepare in writing and provide to the parties an award including factual findings and the reasons on which the arbitrator's decision is based.

64.4 The decision of the arbitrator may be entered and enforced as a final judgment in any court of competent jurisdiction. The arbitrator shall not have the power to commit errors of law or legal reasoning or to award punitive damages, and the award may be vacated or corrected for any such error on a petition to vacate or correct the award brought under California Code of Civil Procedure section 1285, et seq. The ruling of the superior court regarding such petition shall be final, and no further appeal may be filed by either party. The provisions of the Federal Arbitration Act (9 U.S.C. § 1 et seq.) do not apply to this Master Contract or to this agreement to arbitrate.

64.5 The prevailing party in any action, arbitration or other proceeding shall be entitled to recover its reasonable attorney's fees and costs of suit from the other party.

65. Confidentiality

65.1 CONTRACTOR acknowledges that during the engagement it will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by LEA and/or used by LEA in connection with the operation of its business including, without limitation, LEA's business and product processes, methods, pupil/personnel record information, accounts and procedures. All information regarding students of LEA will remain confidential to CONTRACTOR unless a separate, specific, properly executed consent (including

permission from LEA's student and his or her parent) for the release of information is obtained prior to such release. Any information regarding student(s) received by LEA's personnel or CONTRACTOR providing services pursuant to this Agreement shall remain confidential and shall not be communicated to any person or entity other than appropriate LEA personnel.

65.2 CONTRACTOR assigns to LEA all patent, copyright and trade secret rights in anything created or developed by CONTRACTOR for LEA under this Agreement. This assignment is conditioned upon full payment of the compensation due CONTRACTOR under this Agreement. CONTRACTOR shall help prepare any documents LEA considers necessary to secure any copyright, patent, or other intellectual property rights at no charge to LEA. CONTRACTOR agrees to honor the proprietary information of LEA and shall not disclose or circumvent such proprietary information now or in the future. Upon the conclusion of this Agreement, CONTRACTOR shall return all records, files, contacts and other proprietary information of LEA to LEA. However, LEA shall reimburse CONTRACTOR for all reasonable actual expenses necessary to carry out the terms of this Section.

The Parties hereto have executed this Contract by and through their duly authorized agents or representatives. The Parties agree that this contract may be executed by electronic signature or secure program (e.g. Epicenter.). This contract is effective on the [1] day of [February] [2023] and terminates at 5:00 p.m. on June 30, [2023], unless sooner terminated as provided herein.

CONTRACTOR

El Paseo Children's Center Inc.
Nonpublic School/Agent

By: Brent Cooper (May 4, 2023 01:05 PDT)
Signature

May 4, 2023
Date

Brent Cooper
Name and Title of Authorized Representative

LEA

Compass Charter Schools

By: Elizabeth Brenner (May 4, 2023 09:04 PDT)
Signature

May 4, 2023
Date

Elizabeth Brenner, Superintendent
Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:	**Notices to LEA shall be addressed to:**
Brent Cooper	Elizabeth Brenner, Superintendent
Name and Title	**Name and Title**
El Paseo Children's Center Inc.	Compass Charter Schools

Nonpublic School/Agency/Related Service Provider 74075 EL PASEO Drive Suite A2B	**LEA** 805 Hampshire Rd, Suite R
Address Palm Desert CA 92260	**Address** Thousand Oaks CA 01361
City **State** **Zip** 760-464-5265	**City** **State** **Zip** 805-807-5058 805-590-7077
Phone **Fax**	**Phone** **Fax**
Email b.cooper@elpaseostaffing.com	**Email** ebrenner@compasscharters.org

EXHIBIT A: 2022-2023 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: El Paseo Children's Center Inc.

The CONTRACTOR CDS NUMBER:

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: 1:1

Maximum Contract Amount: $120,000.00 increase to the 22/23 contract

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

1) Daily Basic Education Rate: _____

2) Inclusive Education Program
(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE: _____

3) Related Services - see attached rate sheet

Service	Rate	Period
Intensive Individual Services (340)		
Language and Speech (415)		
Adapted Physical Education (425)		
Health and Nursing: Specialized Physical Health Care (435)		
Health and Nursing: Other Services (436)		
Assistive Technology Services (445)		
Occupational Therapy (450)		

Physical Therapy (460)		
Individual Counseling (510)		
Counseling and Guidance (515)		
Parent Counseling (520)		
Social Work Services (525)		
Psychological Services (530)		
Behavior Intervention Services (535)		
Specialized Services for Low Incidence Disabilities (610)		
Specialized Deaf and Hard of Hearing (710)		
Interpreter Services (715)		
Audiological Services (720)		
Specialized Visions Services (725)		
Orientation and Mobility (730)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Transcription Services (755)		
Recreation Services, Including Therapeutic (760)		
College Awareness (820)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Travel Training (870)		

Other Transition Services (890) _____ _____

Other (900) _____ _____

Other (900) _____ _____

Exhibit **B**

Certification of Criminal Background Clearance, Tuberculosis (TB) Clearance, and Credential Verification

This form is to be completed with respect to the Agreement between LEA and [El Paseo Children's Center Inc.] ("Independent Contractor").

PLEASE CHECK ALL APPROPRIATE BOXES AND SIGN BELOW.

CLEARANCE AND CREDENTIAL REQUIREMENTS SATISFIED:

☐ A. The Independent Contractor hereby certifies to LEA that it has completed the criminal background check required by law and has determined that none of its employees who may come into contact with LEA students has been convicted of a violent felony listed in Penal Code Section 667.5(c), a serious felony listed in Penal Code Section 1192.7(c), a sex offense listed in Education Code Section 44010, a controlled substance offense listed in Education Code Section 44011, a crime involving moral turpitude (e.g., embezzlement, perjury, fraud, etc.), or any offense which may make the employee unsuitable/undesirable to work around students. The Independent Contractor shall also request and receive subsequent arrest notifications for all such employees from the California Department of Justice to ensure ongoing safety of students.

☐ B. The Independent Contractor hereby certifies to LEA that it has required and verified that all employees who may have frequent or prolonged contact with students have undergone a risk assessment and/or been examined and determined to be free of active tuberculosis. The Independent Contractor requires all new employees to provide the Independent Contractor with a certificate of tuberculosis clearance dated within the sixty (60) days prior to initial employment. The Independent Contractor maintains current TB clearances for all such employees.

☐ C. The Independent Contractor hereby certifies to LEA that it has required and verified that all of the Independent Contractor's employees whose assignment at LEA requires a teaching or substitute credential or license holds a current, valid credential or license appropriate for the assignment as required by Education Code Section 47605(*l*).

List below, or attach, the name and other information for each vendor employee for whom the Independent Contractor has successfully completed the requisite fingerprinting and criminal background check, TB risk assessment/clearance, and credential verification (if applicable), in accordance with the provisions above.

Name of Employee	Date of Criminal Background Clearance Determination	TB Expiration Date	Credential(s) Type and Expiration Date(s)
John Example	*07/23/2014*	*07/23/2018*	*MSTC 07/01/2018*

WAIVER JUSTIFICATION:

☐ D. The Independent Contractor and all of its employees qualify for a waiver of the Department of Justice (DOJ) fingerprint and criminal background clearance requirements for the following reason(s):

☐ The Independent Contractor and its employees will have NO CONTACT with pupils. (No school-site Services will be provided.)

☐ The Independent Contractor and its employees will have LIMITED CONTACT with pupils. (Attach information about length of time on school grounds; proximity of work area to pupil areas; whether the Independent Contractor's employees will be working by themselves or with others, and, if so, with whom; and any other factors that substantiate limited contact.)

☐ The Independent Contractor, which will be providing for construction, reconstruction, rehabilitation, or repair of a school facility where the employees of the Independent Contractor may have contact, other than limited contact, with pupils, shall ensure the safety of the pupils by one or more of the following methods:

Check all methods to be used:

☐ 1) Installation of a physical barrier at the worksite to limit contact with students.

☐ 2) Continual supervision and monitoring of all employees of the Independent Contractor by an employee of the Independent Contractor who has not been convicted of a serious of violent felony, a sex or controlled substance offense, or a crime involving moral turpitude as ascertained by the DOJ.

☐ 3) Surveillance of employees of the Independent Contractor by LEA personnel

☐ The Services provided by the Independent Contractor are for an "EMERGENCY OR EXCEPTIONAL SITUATION" ONLY, such as when pupil health or safety is immediately endangered or when emergency repairs are needed to make the school facilities safe and habitable.

By signing below, under penalty of perjury, I certify that the information contained on this certification form and the employee list(s) is accurate. I understand that it is the Independent Contractor's sole responsibility to maintain, update, and provide LEA with current and complete information along with the employee list, throughout the duration of Services provided by Independent Contractor.

Brent Cooper (May 4, 2023 01:05 PDT)			May 4, 2023
Authorized Vendor Signature	Printed Name	Title	Date

Brent Cooper, LEP

74-075 El Paseo Drive, Suite A2B
Palm Desert, CA 92260
Phone: 760-342-4900
B.Cooper@ELPaseoStaffing.com

Compass Rate Sheet
2022-2023 School Year

Evaluations:	Cost:
Psychoeducational Evaluations	In- Person/Virtual $1,750
Language & Speech Evaluations	In-Person/Virtual $1,075
Occupational Therapy Evaluations	In-Person/Virtual $1,075
Physical Therapy Evaluations	In-Person/Virtual $1,750
Adaptive Physical Education Evaluations	In-Person/Virtual $1,750
Deaf & Hard of Hearing Evaluations	In-Person/Virtual $1,750
Functional Behavior Assessments (FBA)	In-Person/Virtual $1,900
Educationally Related Mental Health Services (ERMHS)	In-Person/Virtual $1,900
Assistive Technology Evaluation	In-Person/Virtual $1,783
AAC Evaluation	In-Person/Virtual $1,783
Manifestation Determination Assessments	$700
Review of Records	$700

Services	Cost:	Rate:
Counseling (Individual) In-Person/Virtual	$110	Per Hour
Counseling (Group) In-Person/Virtual (Per Student)	$100	Per Hour
Language & Speech Services In-Person/Virtual	$110	Per Hour
Occupational Therapy Services In-Person/Virtual	$110	Per Hour
Behavior Intervention Services In-Person/Virtual (BIS)-(BID)	$110	Per Hour
Intensive Individual Services (IIS)-(BII)	$110	Per Hour
Social Work Services In-Person/Virtual	$110	Per Hour
Visual Impairment Services- In-Person/Virtual	$110	Per Hour
Specialized Deaf & Hard of Hearing Services In-Person/Virtual	$110	Per Hour
Adaptive PE Services In-Person/Virtual	$110	Per Hour
Hearing & Vision Screenings (Assessments)	$175	Per Hour
Nurse Emergency Health Care Plans	$175	Per Hour
Specialized Academic Instruction In-Person/Virtual	$110	Per Hour
IEP Meetings Virtual	$110	Per Hour

Other: Vision Therapy Evaluations **Central Auditory Processing Disorder Evaluations (CAPD)** **CAPD Services**	**TBD**	**Provided in Clinic**

Travel:
Hourly In-person services will be billed additionally for the providers' travel time at the identified service rate in addition to mileage based on the current IRS rates. In-person assessments are billed at the federal mileage rate.
Services Time Less Than 60 Minutes:
Services delivered that are less than 60 minutes will be billed the full hourly rate.
No Show:
Services will be billed at half the designated hourly rate.

Brent M. Cooper, LEP

74-075 El Paseo, Suite A2B

Palm Desert, CA 92260

phone: 760-342-4900 **fax: 760-342-0499**

email: b.cooper@elpaseostaffing.com

Coversheet

Contract for 2023/24 School Year Specialized Therapy Services

Section: IX. Academic Services
Item: C. Contract for 2023/24 School Year Specialized Therapy Services
Purpose: Vote
Submitted by:
Related Material:
Specialized Therapy Services _ Compass NPA Master Contract 23_24.docx.pdf

NONPUBLIC SERVICES MASTER CONTRACT

General Agreement for Nonsectarian,
Nonpublic School and Agency Services

LEA: Compass Charter Schools

NPA X□ / NPS □: Specialized Therapy Services

Contract Year: 2023 / 2024

RECITALS

THIS AGREEMENT is made and entered into as of the [1] day of [July] [2023], and commencing on that same day of [July] [2023], by and Compass Charter Schools (hereinafter "Compass" or "LEA") and NPA (hereinafter "[Specialized Therapy Services / OAS]" or "CONTRACTOR"). Collectively, Compass or LEA and CONTRACTOR shall be referred to as the "Parties":

WHEREAS CONTRACTOR is a special education services company, performing related services and management, including Special Education administration and support, psychology services, counseling services, education specialists, instructional aides, speech therapy services, and other services as designated;

WHEREAS CONTRACTOR is a California certified non-public agency ("NPA");

WHEREAS, as of [July 1, 2023], Compass will be a member of the El Dorado SELPA ("SELPA") and deemed a local educational agency ("LEA") pursuant to Education Code § 47641(a) for the purposes of compliance with federal law and for eligibility for federal and state special education funds, and;

WHEREAS Compass wishes to contract with CONTRACTOR to provide special education services to Compass students on an "under arrangements" basis, and to establish a program for providing special education services to enrolled students;

WHEREAS CONTRACTOR possess the requisite license, training and experience to provide the services called for in this Agreement, and is prepared to assume the responsibility of providing selected special education services for Compass student(s); and

NOW, THEREFORE, in consideration of Compass paying to CONTRACTOR the compensation and CONTRACTOR performing the duties specified herein, it is mutually covenanted and agreed by and between the parties hereto as follows:

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. Master Contract

1.1 This Master Contract is entered into on [July 1, 2023] between COMPASS CHARTER SCHOOLS, hereafter referred to as the LOCAL EDUCATIONAL AGENCY ("LEA"), a member of the El Dorado Charter SELPA, and [Specialized Therapy Services / OAS], a nonpublic, nonsectarian school/agency, hereafter referred to as NPA or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq. It is understood that this Master Contract does not commit LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services for any student, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR on a student-by-student basis.

1.2 Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as "ISA"). The ISA shall specify CONTRACTOR's obligation to provide all or selected service(s) specified within the Student's IEP. The ISA shall be executed within ninety (90) days of a student's acceptance by the CONTRACTOR. LEA and CONTRACTOR shall enter into a separate ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to Student's IEPs and any other documentation and electronic database necessary to implement and document Student's ISA. The ISA shall require CONTRACTOR to maintain the confidentiality of the Student's educational records in accordance with the Families Educational Rights and Privacy Act of 2001 ("FERPA") (20 U.S.C. § 1232g) and this Master Contract.

1.3 Nonpublic School Placement Costs: LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the student's parent. Notwithstanding the foregoing, LEA shall be responsible for the costs associated with nonpublic school placement as specified in (a) an order directing placement made by the Office of Administrative Hearings (hereinafter referred to as "OAH"), (b) a lawfully executed agreement between LEA and parent, or (c) the authorization by LEA for a transfer student pursuant to California Education Code section 56325.

2. Certification and Licenses

2.1 CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification and licensure specified by CDE Certification, as defined in California Education Code, section 56366 *et seq*., and within the professional scope of practice of each provider's license, certification and/or credential. A current copy of CONTRACTOR's nonpublic school/agency certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Master Contract is executed by CONTRACTOR.

2.2 This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract.

2.3 Total student enrollment of the NPS operated by CONTRACTOR shall be limited to capacity as stated on CDE certification described in Section 2.1. Total student enrollment shall be limited to capacity as stated in Section 24 of this Master Contract.

2.4 In addition to meeting the certification requirements of the State of California, any program operated by CONTRACTOR outside of California shall be certified or licensed by the state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. § 1400 *et seq*.).

2.5 If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of California, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

2.6 With respect to CONTRACTOR's certification in Section 2.1, failure to notify the LEA and CDE of any changes in any of the following may result in the suspension or revocation of CDE certification and shall allow LEA to suspend or terminate this Master Contract at the discretion of the LEA:

2.6.1 credentialed/licensed staff;
2.6.2 ownership;
2.6.3 management and/or control of the agency;
2.6.4 major modification or relocation of facilities; or
2.6.5 significant modification of the program.

3. Compliance with Laws, Statutes, Regulations

3.1 During the term of this contract unless otherwise agreed, CONTRACTOR shall comply with the Individuals with Disabilities Education Act and all subsequent amendments and requirements and all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations relating facilities for individuals with exceptional needs, as well as all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations relating to the provision of special education and/or related services as set forth in federal and state special education laws and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR.

3.2 CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to, the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

3.3 CONTRACTOR acknowledges and agrees that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this reporting may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. Terms of Master Contract

4.1 The term of this Master Contract shall be from July 1, 2023 to June 30, 2024 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract shall be re-negotiated prior to June 30, 2024. In the event the contract is not renegotiated by June 30th, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5 California Code of Regulations section 3062(d).) In the absence of a successor or interim contract, this Agreement shall expire at the end of the Term.

4.2 No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

4.3 The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. Integration/Continuance of Contract Following Expiration or Termination

5.1 This Master Contract governs the administration of each Individual Services Agreement ("ISA"), and each and every ISA is incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

5.2 CONTRACTOR shall provide the LEA with information as requested in writing to secure a new Master Contract or a renewal. At a minimum, such information shall include copies of teacher credentials and background clearance documentation, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to the LEA, no Master Contract will be issued.

5.3 If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety-day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2)).

5.4 In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA.

6. Individual Services Agreement

6.1 This Master Contract sets forth the basic terms under which LSA may approve an ISA for each student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for students with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed

ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students.

6.2 Any and all changes to a student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the student's IEP. At any time during the term of this Master Contract, a student's parent, CONTRACTOR, or LEA may request a review of a student's IEP subject to all procedural safeguards required by law.

6.3 The ISA shall specify which service(s) included in Student's IEP CONTRACTOR will provide. If CONTRACTOR is a NPS, CONTRACTOR will implement all special education and services identified in a Student's EIP unless agreed upon otherwise. In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within two (2) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to student as a result of lack of provision of services while student was served by the nonpublic school or agency.

6.4 Subject to CONTRACTOR's right to terminate this Master Contract or an ISA pursuant to Education Code section 56366, subdivision (a)(4) as set forth in Sections 6 and 14, if a parent contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall continue to serve the student pursuant to the student's ISA during the term of the Master Contract shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH. CONTRACTOR shall adhere to LEA decisions concerning changes in placement. Nothing herein shall be construed to mean that CONTRACTOR consents to the jurisdiction of OAH.

6.5 When it is necessary to extend services beyond the ISA ending date, a "stay-put" ISA will be executed within ten (10) school days of the ending date of the CONTRACTOR's last executed ISA.

6.5 CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

6.6 Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract are to be settled by the Dispute Resolution procedure set forth in Section 64.

7. DEFINITIONS

7.1 The following definitions shall apply for purposes of this contract:

a. The term "CONTRACTOR" means the nonpublic, nonsectarian school/agency identified in the first paragraph of this Master Contract, and its officers, agents and employees.

b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for nonpublic school/agencies. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for the administration of this Master Contract, unless otherwise specified in this Master Contract.

c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the California State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).

d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including but not limited to the standards contained in the California Business and Professions Code.

e. Nothing in the foregoing definition of "qualified" shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (r)).

f. The term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses, and which authorizes the bearer of the document to refer to himself or herself using a specified professional title and to provide certain professional services including but not limited to mental health and board and care services at a residential placement. If a license is not

available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).

g. "Parent" means a biological or adoptive parent, unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child, an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare, a surrogate parent, a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

h. The term "days" means calendar days unless otherwise specified.

i. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.

j. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.

k. It is understood that the term "Master Contract" also means "Agreement" and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

8.1 All notices provided for by this contract shall be in writing. Notices shall be mailed or emailed to the designated LEA representative and shall be effective as of the date of receipt by addressee.

8.2 All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of this Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

9.1 All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract.

9.2 For purposes of this Master Contract, "records" shall include, but not be limited to all of the following:

9.2.1 student records as defined by California Education Code section 49061(b) including electronically stored information;
9.2.2 cost data records as set forth in Title 5 of the California Code of Regulations section 3061;
9.2.3 registers and roll books of teachers and/or daily service providers;
9.2.4 daily service logs and notes and other documents used to record the provision of related services including supervision;
9.2.5 daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required;
9.2.6 bus rosters;
9.2.7 staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination;
9.2.8 records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets;
9.2.9 transportation and other related services subcontracts;
9.2.10 school calendars;
9.2.11 bell/class schedules when applicable;
9.2.12 liability and worker's compensation insurance policies;
9.2.13 state nonpublic school and/or agency certifications by-laws;
9.2.14 lists of current board of directors/trustees, if incorporated;
9.2.15 statement of income and expenses;
9.2.16 general journals;
9.2.17 cash receipts and disbursement books;
9.2.18 general ledgers and supporting documents;
9.2.19 documents evidencing financial expenditures;
9.2.20 federal/state payroll quarterly reports; and
9.2.21 bank statements and canceled checks or facsimile thereof.

9.4 Positive proof of attendance is required.

9.5 CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the student's record. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors.

9.6 CONTRACTOR or LEA shall maintain copies of any written parental concerns granting or regarding access to student records. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations.

9.7 CONTRACTOR agrees, in the event of school or agency closure, to forward student records within five (5) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, and reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

9.10 Upon at least ten (10) calendar days' prior written notice of the date of an upcoming IEP meeting, CONTRACTOR shall provide the LEA with goal progress reports, service logs and any additional relevant data no less than three (3) school days prior to the IEP meeting.

9.11 All student records and financial invoices and documentation must include the specific Compass school name in addition to the student's personally identifiable information.

10. Severability Clause

If any provision of this agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

11. Successors in Interest

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

12. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this contract with venue in Los Angeles County.

13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. LEA shall require the party seeking such modification to provide the LEA and CONTRACTOR thirty (30) days' prior written notice of any such demand for changes or modifications and a copy of the statute or regulation upon which the modification or changes are based.

14. TERMINATION

14.1 This Master Contract or an Individual Service Agreement may be terminated for cause by either party. For the purposes of this Master Contract, "cause" is defined as breach, misfeasance, or other inappropriate action of the other party. The term "cause" does not include any action or failure to act of the Student identified in the ISA, or of the Student's Parent.

14.2 This Master Contract or an ISA may not be terminated based upon the availability of a public class initiated during the period of this Master Contract, unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. The cause may also not be due the action or failure to act of the Student identified in the ISA, or of the Student's Parent.

14.3 To terminate this Master Contract for cause either party shall give the other party twenty (20) days prior written notice (California Education Code section 56366(a)(4)). In instances where an issue occurs at the NPS that the LEA determines is an immediate threat to student health or safety or when or when there is documentation that CONTRACTOR has been unable to provide services required on IEP/ISA, LEA may terminate a student's ISA and/or reassign student to an alternative educational setting without providing 20 days' notice. At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract.

14.4 All ISAs shall be deemed void upon termination of this Master Contract, as provided in Section 5 or 6.

15. INSURANCE

15.1 CONTRACTOR shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof including but not limited to:

15.1.1 **General and Professional Liability.** General and professional liability insurance covering all activities of CONTRACTOR personnel during the executing of the obligations under this Agreement with coverage of not less than- One Million Dollars ($1,000,000) for any incident ,Two Million Dollars ($2,000,000) annual aggregate per incident, and Three Million Dollars ($3,000,000) excess liability policy for a maximum of Five Million Dollars ($5,000,000) per aggregate limit.

15.1.2 **Worker's Compensation**. Worker's compensation insurance covering each employee providing in-person Services to LEA hereunder; workers' compensation insurance shall comply with all applicable legal requirements.

15.2 CONTRACTOR agrees to provide LEA with a Certificate of Insurance naming LEA as an additional insured on such general and professional liability insurance policies. Policies will be furnished to LEA for review upon request. LEA shall not obtain workers' compensation insurance on behalf of CONTRACTOR or CONTRACTOR's employees.

15.3 If the CONTRACTOR is a NPS or Residential Treatment Center ("RTC"), additional insurance must be secured in accordance with law and standard practice as directed by LEA.

15.4 If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may propose an amendment to this Agreement to modify the insurance obligations.

15.5 SELF-INSURANCE: When the self-insurance retention for the CONTRACTOR is to be $100,000 or more, the CONTRACTOR shall submit, in writing, information on its proposed self- insurance program. The submission shall include:

- A complete description of the program, including types of risks, and limits of coverage

- The CONTRACTOR's latest financial statements
- Claims administration policy, practices, and procedures
- A disclosure of all captive insurance company and reinsurance agreements, including methods of computing costs.

Programs of self-insurance covering workers' compensation:

- An approved program of self-insurance must include coverage for any employer's liability not covered by commercial insurance.

For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

All Certificates of Insurance shall contain a reference to the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate.

If LEA or CONTRACTOR determines that changes in insurance coverage obligations under this section are necessary, either party may reopen negotiations to modify the insurance obligations.

16. INDEMNIFICATION AND HOLD HARMLESS

16.1 To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, or the performance of any ISA, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA shall have the right in their sole discretion to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

16.2 To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Officers, Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from

or arising out of this Master Contract or its performance, or the performance of any ISA, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

17. Independent Contract

17.1 Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

17.2 If the LEA is held to be a partner, joint venturer, co-principle, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

17.3 LEA and CONTRACTOR agree to the following rights consistent with an independent contractor relationship:

17.3.1 CONTRACTOR has the right to perform services for others during the term of this Agreement.

17.3.2 CONTRACTOR has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed to the extent the provision of CONTRACTOR's services are consistent with the responsibilities set forth in the ISA.

17.3.3 CONTRACTOR has the right to hire assistants or to use employees to provide the services required by this Agreement.

17.3.4 CONTRACTOR or CONTRACTOR's employees shall perform the services required by this Agreement; LEA shall not hire, supervise or pay any assistants to help CONTRACTOR.

17.3.5 Neither CONTRACTOR nor CONTRACTOR's employees shall receive any training from LEA in the skills necessary to perform the services required by this Agreement.

17.3.6 LEA shall not require CONTRACTOR or CONTRACTOR's employees to devote full time to performing the services required by this Agreement.

17.3.7 Neither CONTRACTOR nor CONTRACTOR's employees are eligible to participate in any employee pension, health, vacation pay, sick pay or other fringe benefit plan of LEA.

18. SUBCONTRACTING

CONTRACTOR shall not subcontract duties assigned to CONTRACTOR pursuant to this Agreement or any ISA.

19. CONFLICTS OF INTEREST

19.1 CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated.

19.2 CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

19.3 Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR.

19.4 To avoid conflict of interest, and in order to ensure the independence and appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the LEA agrees to fund.

19.5 Only when no other appropriate assessor is available, LEA may request, and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

19.6 In the event that CONTRACTOR is a Nonpublic Agency, CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who was an employee of LEA within the three hundred and sixty five (365) days prior to executing this contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

19.7 CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

20. Non-Discrimination

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

EDUCATIONAL PROGRAM

21. Free and Appropriate Public Education (FAPE)

21.1 LEA shall provide CONTRACTOR with a copy of the IEP including all relevant attachments of each student served by CONTRACTOR. CONTRACTOR shall provide to each student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the student's IEP and as specified in the ISA.

21.2 CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student's IEP and ISA.

21.3 Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for students, as specified in the student's IEP and ISA.

CONTRACTOR shall impose no fee or charge of any kind to parents for special education and/or related services as specified in the student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Master Contract).

21.4 LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the nonpublic school. CONTRACTOR shall provide school site-based training for student, teacher, support staff and parent on the use of the device. CONTRACTOR shall return device to LEA, as per issuance procedures, within two (2) working days of student termination or ceasing to qualify for device. CONTRACTOR shall file or attempt to file police reports for missing/lost/stolen device(s), providing documentation of attempt, and coordinate the provision of any police report number to LEA within five (5) working days of becoming aware of loss. The equipment remains the property of the LEA and shall be returned to the LEA when the IEP team determines the equipment is no longer needed.

21.5 CONTRACTOR shall be solely responsible for ensuring that facilities are adequate to provide LEA students with an environment which meets all state and local health and safety regulations and guidance.

21.6 CONTRACTOR may only charge a student's parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

21.7 Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student's receipt of special education and/or related services as specified in the student's IEP and ISA unless the LEA, CONTRACTOR, and PARENT agree otherwise in writing.

22. General Program of Instruction

22.1 All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 et seq., and shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations.

22.2 When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall:

22.2.1 utilize evidence-based practices and predictors and be consistent with LEA's standards regarding the particular course of study and curriculum;

22.2.2 include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services;

22.2.3 be consistent with CDE's standards regarding the particular course of study and curriculum;

22.2.4 provide the services as specified in the student's IEP and ISA.

22.3 Students shall have access to:

22.3.1 State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the nonpublic school:

22.3.2 college preparation courses;

22.3.3 extracurricular activities, such as art, sports, music and academic clubs;

22.3.4 career preparation and vocational training, consistent with transition plans pursuant to state and federal law; and

22.3.5 supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

22.4 When CONTRACTOR serves students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements.

22.5 CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

22.6 When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA.

22.7 The nonpublic agency providing Behavior Intervention services shall develop a written plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA.

22.8 School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team.

22.9 Any services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present.

22.10 Section 22.9 shall not apply to services provided by a CONTRACTOR that is a licensed children's institution or to the provision of emergency services, provided CONTRACTOR has a written authorization signed by the parent or legal guardian to authorize emergency services as requested. Licensed Children's Institution ("LCI") CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract.

22.11 CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

22.12 When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

23. Instructional Minutes

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at leazst equivalent to the minimum instructional time requirements for Charter Schools in the state of California and shall be specified in the student's ISA developed in accordance with the student's IEP.

24. Class Size

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one (1) teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing.

25. Calendars

25.1 When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days not to exceed one hundred and eighty (180) days, plus extended school year billable days equivalent to the number of days determined by the LEA's extended school year calendar.

25.2 Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for

each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall require or be interpreted to require the LEA to accept any requests for calendar changes.

25.3 Unless otherwise specified by the students' IEP, educational services shall occur at the CONTRACTOR's facility or in Student's home. A student shall only be eligible for extended school year services if such are included in his/her IEP and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

25.4 Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when LEA's school program is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic school service. Any instructional days provided before the execution of this Agreement shall be at the sole financial responsibility of the CONTRACTOR.

25.5 LEA shall provide a school calendar to CONTRACTOR prior to the initiation of services. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA is in session. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment.

26. Data Reporting

26.1 CONTRACTOR shall provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall provide all data related to any and all sections of this Agreement and requested by and in the format required by the LEA.

26.2 It is understood that all nonpublic school and agencies shall utilize the LEA approved electronic IEP system, Special Education Information System ("SEIS") for all IEP development and progress reporting, unless otherwise agreed to by the LEA. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

26.3 The LEA shall provide the CONTRACTOR with approved forms and/or format for such data including, but not limited to, invoicing, attendance reports and progress

reports. The LEA may approve use of CONTRACTOR'S forms in LEA's sole discretion.

26.4 All data reporting and documentation must include the specific Compass school name in addition to the student's personally identifiable information.

27. STATEWIDE ACHIEVEMENT TESTING

27.1 When CONTRACTOR is a nonpublic school, per implementation of Senate Bill 484, CONTRACTOR shall administer all Statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, the English Language Proficiency Assessments for California ("ELPAC"), as appropriate to the student, and mandated by LEA pursuant to LEA requirements and state and federal guidelines.

27.2 CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. CONTRACTOR shall provide test administration by CONTRACTOR'S qualified staff in accordance with LEA test administration protocols. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

28. MANDATED ATTENDANCE AT LEA MEETINGS

28.1 CONTRACTOR shall attend LEA mandated meetings (via teleconference) when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, and standardized testing and IEPs.

28.2 LEA shall provide CONTRACTOR with reasonable notice of mandated meetings.

28.3 Attendance at such mandated meetings does not constitute a billable service hour(s).

29. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

29.1 CONTRACTOR shall comply with the requirements of Education Code section 56521.1 and 56521.2, federal law and regulation, and LEA policy regarding

Student behavior and discipline. This includes, but is not limited to, the completion of Behavior Emergency Reports, emergency interventions, implementation of Behavior Intervention Plans, parental notice and prohibitions against restraint and seclusion.

29.2 In the event of a pupil-involved incident for which law enforcement was contacted, CONTRACTOR shall notify CDE and the LEA of the incident, in writing, no later than one business day after the incident occurred.

29.3 CONTRACTOR shall document the training of staff who will have contact or interaction with pupils during the school day in the use of evidence-based practices and interventions specific to the unique needs of the CONTRACTOR's population. This training shall be provided within thirty (30) days of employment to new staff and annually to all staff who have any contact or interaction with pupils during the school day. The structure and content of the training shall comply with the requirements set forth in AB 1172. LEA shall annually verify that CONTRACTOR has completed this training and report to CDE that the LEA has completed this verification.

29.4 Effective January 1, 2020, CONTRACTOR shall notify CDE and the LEA of any pupil-involved incident at the NPS/NPA in which law enforcement was contacted. This notification shall be provided in writing, no later than one business day after the incident occurred. Education Code § 56366.1(i)(2).

29.5 Effective January 1, 2020, to be certified by CDE, a NPS serving pupils with significant behavioral needs or who have a Behavioral Intervention Plan ("BIP"), the NPS must have an individual onsite during school hours who is qualified, and responsible for the design, planning, and implementation of behavioral interventions, as authorized under Section 3051.23 of Title 5 of the California Code of Regulations. Education Code § 56366.10.

30. STUDENT DISCIPLINE

30.1 CONTRACTOR shall maintain and abide by LEA's policy for student discipline.

30.2 CONTRACTOR shall not unilaterally suspend or recommend for expulsion any student without prior communication with and agreement of the LEA and pursuant to all procedures within the LEA's suspension/expulsion policy.

30.3 CONTRACTOR may not terminate this Agreement due to Student's behavior unless Parent is in agreement otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

31. IEP Team Meetings

31.1 An IEP team meeting shall be convened at least annually to evaluate:

31.1.1 the educational progress of each student served by CONTRACTOR;
31.1.2 whether or not the needs of the student continue to be best met by CONTRACTOR; and
31.1.3 whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii)) and pursuant to California Education Code section 56345 (b) (4).)

31.2 Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed.

31.3 At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. It is understood that CONTRACTOR will join any meetings by teleconference or videoconference unless otherwise mandated by a Student's IEP, judicial order, or settlement agreement.

31.4 CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

31.5 It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The SELPA shall provide training for any NPS and NPA to assure access to the approved system. The NPS and/or NPA shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student is no longer receiving services from CONTRACTOR, the NPS/NPA shall discontinue use of the approved system for that student.

31.6 Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's

placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

32. Surrogate Parents and Foster Youth

32.1 LEA shall comply with state and federal laws and regulations and LEA policies and procedures regarding surrogate parent assignments. CONTRACTOR shall comply with LEA surrogate parent assignments.

32.2 Per California Education Code sections 51225.1 and 51225.3, students who are homeless, in foster care, a former juvenile court school pupil, children of military families, migratory students, or a pupil participating in a newcomer program, as defined in section 51225.2, who transfer schools after their second year of high school and who cannot reasonably complete all LEA graduation requirements in four (4) years may be eligible to graduate by completing the minimum state graduation requirements per AB 216/167. Within five (5) days of contact by CONTRACTOR, the LEA will determine student eligibility for AB 216/167. CONTRACTOR will award partial or full credits to this student population for all work satisfactorily completed while in attendance at the nonpublic school. Once eligibility is established, the LEA will provide CONTRACTOR with AB 216 Notification Letter to review with the student and educational rights holder ("ERH"). CONTRACTOR will forward a copy of the signed AB 216 Notification Letter, indicating acceptance, rejection, or deferral of the exemption, to the LEA immediately upon completion for further handling.. LEA shall comply with its Foster and Homeless Youth policies and state and federal law.

33. Due Process Proceedings

33.1 CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency.

33.2 Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

34. Complaint Procedures

34.1 CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and

providing parents of students with appropriate information (including complaint forms) for the following:

34.1.1 Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.;

34.1.2 Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a);

34.1.3 Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c);

34.1.4 Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and

34.1.5 Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA").

34.3 CONTRACTOR shall provide written verification of the implementation of these procedures to the LEA.

34.2 Upon receipt of any complaint regarding an LEA student, CONTRACTOR shall notify the LEA within two (2) business days.

34.3 CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency.

34.4 CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all non-privileged reports generated as a result of an investigation.

35. Student Progress Reports/Report Cards and Assessments

35.1 CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards annually and at least three (3) school days prior to any IEP meeting when LEA notifies CONTRACTOR at least ten (10) calendar days prior to the IEP meeting. At a minimum, progress reports shall include progress over time towards IEP goals and objectives.

35.2 A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s).

35.3 The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress

on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted in the discretion of the LEA.

35.4 CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices.

35.5 CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the annual or triennial review IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

35.6 CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

35.7 CONTRACTOR acknowledges and agrees that all billable hours must be in direct services to pupils as specified in the ISA. For Nonpublic Agency services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

35.8 CONTRACTOR shall not charge the student's parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, interviews, and/or meetings. The Parties agree that all billable hours shall be limited as specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

36. TRANSCRIPTS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for LEA students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms LEA for

evaluation of progress toward completion of diploma requirements as specified in LEA's Charter.

37. Student Change of Residence

37.1 Within five (5) school days after CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA of the student's change of residence as specified in LEA Procedures.

37.2 If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in Section 37.1, LEA shall not be responsible for the costs of services delivered after the student's change of residence.

38. Withdrawal of Student from Program

38.1 CONTRACTOR shall immediately report electronically and in writing to the LEA within two (2) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and student's discharge against professional advice from a Nonpublic Schools/Residential Treatment Center ("NPS/RTC").

39. Parent Access

39.1 CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters.

39.2 CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

39.3 CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance.

39.4 CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel- related expenses shall be made directly through the LEA.

39.5 CONTRACTOR providing services in the student's home as specified in the IEP shall assure that at least one parent of the child, or an adult caregiver with written

and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations.

39.6 CONTRACTOR shall require the parent to inform the LEA of any changes of caregivers and provide written authorization for care in an emergency situation. CONTRACTOR agrees that any employee or volunteer associated with the NPS/NPA service provider cannot be as an adult caregiver.

39.7 For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent (or LEA-approved responsible adult) is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written, shall also be provided to the LEA.

40. Services and Supervision and Professional Conduct

CONTRACTOR is expected to provide all services at CONTRACTOR's facility or at another location as determined with Student and Parents. CONTRACTORS are not able to provide services at an LEA School Site.

41. Licensed Children's Institution ("LCI") Contractors and Residential Treatment Center ("RTC") Contractors

41.1 If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1(b), AB 1858 (2004), AB 490 (Chapter 862, Statutes of 2003), AB 1261 (2005), AB 1166 Chapter 171 (2015), AB 167 Chapter 224 (2010), AB 216 Chapter 324 (2013), AB 379 Chapter 772 (2015), AB 1012 Chapter 703 (2015), and the procedures set forth in the LEA Procedures.

41.2 An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

41.3 If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1412(a)(1)(A) and Education Code section 56000, et seq.; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), 20 U.S.C. section 1401(29); Education Code section 56031; Cal. Code Regs., Title 5, section 3001 et seq., Cal. Code Regs., Title 2, section 60100 et seq. regarding the provision of counseling

services, including residential care for students to receive a FAPE as set forth in the LEA student's IEPs.

41.4 If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all LEA students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment.

41.5 LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights. The foregoing limitation shall not apply, and LEA shall be responsible for the costs associated with non-school placement, as specified in an OAH order or a lawfully executed agreement between LEA and parent,

41.6 In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

42. State Meal Mandate

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

43. Monitoring

43.1 CONTRACTOR shall allow LEA representatives access to its facilities or virtual programming for periodic monitoring of each student's instructional program. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR, and review each student's records and progress. Such access shall include unannounced monitoring visits as determined in LEA's sole discretion. CONTRACTOR shall be invited to participate in the review of each student's progress.

43.2 If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

43.3 The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (a) CONTRACTOR shall complete a self-review in year one; (b) the Superintendent shall conduct an onsite review in year two; and (c) the Superintendent shall conduct a follow-up visit in year three.

43.4 CONTRACTOR shall participate in any LEA and CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the nonpublic school, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall diligently conduct any follow-up or corrective action procedures related to review findings.

43.5 CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, the following:

43.5.1 a review of core compliance areas of health and safety;
43.5.2 curriculum/instruction;
43.5.3 related services; and
43.5.4 contractual, legal, and procedural compliance.

43.6 When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

43.7 If the LEA does not have any pupils enrolled at or receiving services through CONTRACTOR at the time of this Agreement, the LEA shall conduct the following:

43.7.1 An onsite visit to the NPS/NPA before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.[12]

43.7.2 At least one onsite monitoring visit during each school year to the CONTRACTOR at which the LEA has a pupil attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to:

43.7.2.A A review of services provided to the pupil through the individual service agreement between the LEA and CONTRACTOR;

43.7.2.B A review of progress the pupil is making toward the goals set forth in the pupil's Individualized Education Program ("IEP");

43.7.2.C A review of progress the pupil is making toward the goals set forth in the pupil's BIP if the pupil has a BIP;

43.7.2.D An observation of the pupil during instruction; and

43.7.2.E A walkthrough of the facility.

43.7.3 The LEA shall report the findings resulting from the monitoring visit to CDE within 60 calendar days of the onsite visit.

44. Inability to Provide In-Person Services Due to Emergency Circumstances

In the event CONTRACTOR is unable to fulfill its duty to provide in-person services as required by the ISA and/or the LEA student's IEP for more than ten (10) school days, CONTRACTOR agrees to provide virtual services to the greatest extent possible. If CONTRACTOR is unable or unwilling to provide virtual services, CONTRACTOR agrees to provide compensatory services equal to the amount of services missed due to the emergency circumstance. CONTRACTOR agrees that all decisions regarding whether in-person services may be provided shall be in accordance with state and local legislation and guidance from the CDE and California Department of Public Health ("CDPH"), as applicable.

PERSONNEL

45. Clearance Requirements

45.1 CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1, including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") for CONTRACTOR's employees, volunteers, subcontractors, transportation providers (i.e., bus, van taxi drivers), or any person with regular student contact employed directly or indirectly by it prior to service with any LEA student. CONTRACTOR hereby agrees that CONTRACTOR's employees, volunteers, subcontractors or any person employed directly or indirectly by it, or any regular outside service provider (such as Department of Probation, Department of Children and Family Services, and/or Los Angeles County Department of Children's Services), shall not come in contact with LEA students until CDOJ clearance and subsequent arrest notification are obtained and confirmed by the CONTRACTOR. . CONTRACTOR shall certify in writing to LEA that none of its employees, volunteers, subcontractors or any person employed directly or indirectly by it who may come into contact with LEA students have been convicted of a violent

or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Clearance certification for those providers who provide or supervise services billed to the LEA shall be provided electronically to the LEA within forty-eight (48) hours of account execution. CONTRACTOR shall submit to LEA a "Staff List and Clearance Form" for all CONTRACTOR's employees, volunteers, subcontractors, transportation providers (i.e., bus, van, or taxi drivers), or any person with regular student contact employed directly or indirectly. CONTRACTOR shall provide an updated "Staff List and Clearance Form" whenever there is a change in personnel covered by the document. In addition, notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA and State Superintendent of Instruction evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the CONTRACTOR. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Proof of subsequent arrest notification, as required by California Penal Code section 11105.2, for all staff shall be provided upon request.

45.2 Any CONTRACTOR that operates a program outside of this State shall also comply with the legal requirements of the applicable State where the program is located for mandated background checks and clearance requirements in order to have direct contact with children.

45.3 Per California Health and Safety Code section 1596.7995, CONTRACTORS shall not allow a person to be employed or volunteer at a day care center, preschool, or extended day facility, who has not been immunized against influenza, pertussis, and measles. Each employee and volunteer shall obtain an influenza vaccination between August 1 and December 1 of each year. A person is exempt from this requirement of this section only if the person submits a written declaration that he or she had declined the Influenza vaccination.

46. STAFF QUALIFICATIONS

46.1 CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and

Title 5 of the California Code of Regulations sections 3001(y), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

46.2 CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 et seq. and 45350 et seq.

46.3 In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

47. Verification of Licenses, Credentials and Other Documents

47.1 Upon request, CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools where parents of Students are domiciled.

47.2 CONTRACTOR shall notify LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to students as specified in the LEA Procedures.

47.3 The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

48. Staff Absence and Tardiness

48.1 When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a

qualified (as defined in this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers.

48.2 LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make-up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

48.3 CONTRACTOR agrees to maintain and enforce a policy requiring CONTRACTOR's employees to report for duty on time, and employees with repeated tardiness shall be subject to discipline by CONTRACTOR. CONTRACTOR agrees that LEA shall have the right to refuse to work with any employee of CONTRACTOR whose repeated tardiness negatively impacts LEA, and in such event CONTRACTOR shall provide a replacement employee who can perform the services on a consistently timely basis.

49. Staff Professional Behavior When Providing Services At School Facility and/or in the Home

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in LEA Board policies and/or regulations when made available to the CONTRACTOR.

HEALTH AND SAFETY MANDATES

50. Health and Safety

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. Without limiting the foregoing, CONTRACTOR agrees to maintain and enforce appropriate health and safety protocols in an Infection Control Plan for COVID-19, or its equivalent, as required by applicable state and local health orders.

51. Facilities and Facilities Modifications

51.1 CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to:

51.1.1 illness prevention;

51.1.2 access by disabled persons;

51.1.3 fire, health, sanitation, and building standards and safety features and equipment;
51.1.4 fire alarm and suppression systems;
51.1.5 zoning permits; and
51.1.6 occupancy capacity.

51.2 When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances.

51.3 Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

52. Administration of Medication

52.1 CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement.

52.2 CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication.

52.3 CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

53. Incident/Accident Reporting

Within 24 hours, CONTRACTOR shall submit any accident or incident report to the LEA via email or other electronic means of communication specified by LEA for that purpose. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures. CONTRACTOR shall

electronically report, using LEA platform, any time CONTRACTOR determines that a LEA pupil has committed an act as defined in Education Code sections 48900 et seq., regardless of whether the act results in a disciplinary action of suspension or expulsion.

54. Child Abuse Reporting

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, regarding child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), CONTRACTOR agrees to maintain the confidentiality of reports as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

55. Sexual Harassment

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy shall include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

56. Reporting of Missing Children

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

57. Enrollment, Contracting, Service Tracing, Attendance Reporting, and Billing Procedures

57.1 CONTRACTOR shall assure that the school or agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to properly implement the IEP and ISA for each and every student.

57.2 CONTRACTOR shall comply with applicable laws and regulations governing enrollment, contracting, attendance reporting, service tracking and billing. Service tracking documentation shall be completed within five (5) school days of the scheduled event and service tracking session notes shall meet LEA standards for documenting services (i.e., listed on student's current IEP; relevant to the IEP goal; includes a brief description of the activity and an outcome statement; includes an objective measure of the student's progress toward the IEP goal and/or a reflection by the provider that is demonstrative of professional judgment specific to his/her own discipline; is consistent with professional standards established for each discipline.

57.3 CONTRACTOR agrees that billing shall conform to the requirements of electronic billing as specified by the LEA Procedures. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

57.4 CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

57.5 CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA in the LEA Procedures. At a minimum, each invoice must contain the following information:

- 57.5.1 month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA;
- 57.5.2 name of staff who provided the service;
- 57.5.3 approved cost of each invoice;
- 57.5.4 total for each service and total for the monthly invoice;
- 57.5.5 date invoice was mailed;
- 57.5.6 signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification;

57.5.7 verification that attendance report is attached as appropriate;
57.5.8 indication of any made-up session consistent with this contract;
57.5.9 verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and
57.5.10 name or initials of each student for when the service was provided.

57.6 In the event services were not provided, CONTRACTOR shall explain to LEA in writing why the services were not provided.

57.7 Each invoice is subject to all conditions of this contract. At the discretion of the LEA, LEA may require CONTRACTOR to submit an electronic invoice for services, provided LEA has given CONTRACTOR reasonable advance written notice. .

57.8 Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty- five (45) days of LEA's receipt of properly submitted copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA.

57.9 As needed, CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

57.10 In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond the following December 31st. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year.

57.11 CONTRACTOR shall pay all income taxes and FICA (Social Security and Medicare taxes) incurred while performing services under this Agreement. If CONTRACTOR is required to pay any federal, state or local sales, use, property, or value added taxes based on the services provided under this Agreement, the taxes shall be separately billed to LEA. CONTRACTOR shall not pay any interest or penalties incurred due to late payment or nonpayment of any taxes by LEA. LEA will not
57.11.1 withhold FICA from CONTRACTOR's payments or make FICA payments on CONTRACTOR's behalf;

57.11.2 make state or federal unemployment compensation contributions on CONTRACTOR's behalf;
57.11.3 withhold state or federal income tax from CONTRACTOR's payments; or
57.11.4 pay or reimburse mileage for NPA employee.

57.12 All financial invoices and documentation must include the specific Compass school name in addition to the student's personally identifiable information.

58. RIGHT TO WITHHOLD PAYMENT

58.1 LEA may withhold payment to CONTRACTOR or require CONTRACTOR to return excess funds already paid under the following circumstances:

58.1.1 CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract;
58.1.2 CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services;
58.1.3 CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records;
58.1.4 CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2);
58.1.5 education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified;
58.1.6 LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program;
58.1.7 CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA within five (5) days of such confirmation;
58.1.8 CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student.
58.1.9 Students served in service tracking groups when group size exceeds allowable the group size limits as stipulated within this contract and/or the rate page "Exhibit A";
58.1.10 Service tracking documentation does not meet professional standards as described in this contract; or
58.1.11 The invoice costs of all outstanding assistive technology devices that are due to have been returned but have not been returned, or for which a police report has not been filed or lacking documented attempt to be filed, at the close of each semester, as described in this contract, will be recouped from the CONTRACTOR in a subsequent invoice.

58.2 CONTRACTOR agrees that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

58.3 Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations in Article 57 of this Agreement. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days of CONTRACTOR's final invoice. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

58.4 The amount which may be withheld by LEA or returned by CONTRACTOR with respect to Section 58.1 are as follows:

58.4.1 the value of the service CONTRACTOR failed to perform;

58.4.2 the amount of overpayment;

58.4.3 the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR;

58.4.4 the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified;

58.4.5 the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or

58.4.6 the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

LEA may withhold or deny payment of any costs submitted to LEA on the basis of CONTRACTOR's failure to provide documentation of required training as set forth in this Master Contract or CONTRACTOR's failure to deliver required services and/or from missing/incomplete or improper documentation of such services.

In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA (with the exception of parent or student refusal), the CONTRACTOR shall notify the LEA in writing within ten (10) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to student as a result of lack of provision of services by CONTRACTOR

while student was served by the nonpublic school or agency, regardless of whether awarded to student through a Charter IEP, due process agreement, or CDE Required Corrective Action. LEA shall compensate CONTRACTOR for the compensatory service hours at the rates specified by the current contract unless billed for previously or included in a bundled rate.

58.5 If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. If LEA determines, in LEA's sole discretion, that CONTRACTOR's written request shows good cause for an extension, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

58.6 If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that payment will be made, or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

58.7 After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

58.8 After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning disputes under this section shall be subject to dispute resolution in accordance with Section 64.

59. Payment From Outside Agencies

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation

regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students.

60. PAYMENT FOR ABSENCES

60.1 STAFF ABSENCE

60.1.1 Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher. CONTRACTOR may not provide coverage for an absent teacher by combining two classes when doing so would violate the maximum student to staff ratios defined in Section 24.

60.1.2 Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

60.2 STUDENT ABSENCE

60.2.1 If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day or fifth (5^{th}) consecutive day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence as specified in the LEA Procedures.

60.2.2 Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on

which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

60.2.3 NON PUBLIC AGENCY NO SHOW OR LATE ARRIVAL POLICY: Unless the student provides timely notice, if the student fails to show for or is late to his/her scheduled appointment, CONTRACTOR will note appointment and arrival time (as applicable) and that the student did not attend or was late.

60.2.4 For sessions, LEA will pay fifty percent (50%) of the virtual sessions rate for a student who does not attend or who is late to his/her session provided the student or LEA failed to provide timely notice to CONTRACTOR.

60.2.5 If a student does not show or arrives late, CONTRACTOR provide notice to the LEA contemporaneously with the missed session. CONTRACTOR will additionally submit an invoice for those sessions and provide written proof the student did not show or arrived late, along with including documented attempts to contact the family or student. There must be contact attempts documented in the therapy notes section.

61. Inspection and Audit

61.1 The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

61.2 CONTRACTOR shall provide access to LEA to all records including, but not limited to:

61.2.1 student records as defined by California Education Code section 49061(b) including electronically stored information; cost data and fiscal records as set forth in Title 5 of the California Code of Regulations section 3061;

61.2.2 registers and roll books of teachers and/or daily service providers; daily service logs and notes used to record the provision of related services including supervision; daily service logs and notes or other documents used to record the provision of related services;

61.2.3 Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors;

61.2.4 absence verification records (parent/doctor notes, telephone logs, and related documents);
61.2.5 bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, dates of hire, and dates of termination; records of employee training and certification;
61.2.6 staff time sheets;
61.2.7 non-paid staff and volunteer sign-in sheets;
61.2.8 transportation and other related service subcontracts;
61.2.9 school calendars; bell/class schedules when applicable;
61.2.10 liability and worker's compensation insurance policies;
61.2.11 state nonpublic school and/or agency certifications;
61.2.12 by-laws; lists of current board of directors/trustees, if incorporated;
61.2.13 other documents evidencing financial expenditures related to LEA students;
61.2.14 federal/state payroll quarterly reports Form 941/DE3DP;
61.2.15 bank statements and canceled checks or facsimile thereof; and
61.2.16 all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

61.3 Access to records in this Article 61 shall include unannounced inspections by LEA.

61.4 CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

61.5 On no occasion shall CONTRACTOR impose additional requirements (e.g. Parent consent, release of information) for the provision of records concerning a Student who is being served or had been served by CONTRACTOR pursuant to an ISA.

61.6 CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

61.7 If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written

notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand.

61.8 Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

62. Rate Schedule

62.1 The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as noted in California Education Code Section 46200-46208.

62.2 Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

63. Debarment Certification

By signing this Agreement, the CONTRACTOR certifies that:

(a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

64. Dispute Resolution

64.1 The parties shall endeavor to resolve their disputes by an informal meet and confer process not to exceed fourteen (14) days. Any disputes not resolved by such an informal meet and confer process shall be submitted to binding arbitration which, unless the parties mutually agree otherwise, shall be conducted in the venue specified in Section 12. A demand for arbitration shall be made in writing, delivered to the other party to the Master Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all claims then known to that party on which arbitration is permitted to be demanded.

64.2 A demand for arbitration shall be made no later than the date when the institution of legal or equitable proceedings based on a claim between the parties would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim.

64.3 The arbitration hearing shall be conducted before a single arbitrator having at least ten (10) years' experience with special education law. The parties may conduct discovery, and the arbitrator may make orders regarding such discovery, as permitted by California Code of Civil Procedure section 1283.05. The arbitrator shall apply California substantive law to the claims in dispute, and shall utilize the California JAMS procedure and rules with respect to the presentation, receipt and admissibility of evidence at the arbitration hearing. An award may be entered against a party who fails to appear at a duly-noticed hearing. The arbitrator shall prepare in writing and provide to the parties an award including factual findings and the reasons on which the arbitrator's decision is based.

64.4 The decision of the arbitrator may be entered and enforced as a final judgment in any court of competent jurisdiction. The arbitrator shall not have the power to commit errors of law or legal reasoning or to award punitive damages, and the award may be vacated or corrected for any such error on a petition to vacate or correct the award brought under California Code of Civil Procedure section 1285, et seq. The ruling of the superior court regarding such petition shall be final, and no further appeal may be filed by either party. The provisions of the Federal Arbitration Act (9 U.S.C. § 1 et seq.) do not apply to this Master Contract or to this agreement to arbitrate.

64.5 The prevailing party in any action, arbitration or other proceeding shall be entitled to recover its reasonable attorney's fees and costs of suit from the other party.

65. Confidentiality

65.1 CONTRACTOR acknowledges that during the engagement it will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by LEA and/or used by LEA in connection with the operation of its business including, without limitation, LEA's business and product processes, methods, pupil/personnel record information, accounts and procedures. All information regarding students of LEA will remain confidential to CONTRACTOR unless a separate, specific, properly executed consent (including permission from LEA's student and his or her parent) for the release of information is obtained prior to such release. Any information regarding student(s) received by LEA's personnel or CONTRACTOR providing services pursuant to this Agreement shall remain confidential and shall not be communicated to any person or entity other than appropriate LEA personnel.

65.2 CONTRACTOR assigns to LEA all patent, copyright and trade secret rights in anything created or developed by CONTRACTOR for LEA under this Agreement. This assignment is conditioned upon full payment of the compensation due CONTRACTOR under this Agreement. CONTRACTOR shall help prepare any documents LEA considers necessary to secure any copyright, patent, or other intellectual property rights at no charge to LEA. CONTRACTOR agrees to honor the proprietary information of LEA and shall not disclose or circumvent such proprietary information now or in the future. Upon the conclusion of this Agreement, CONTRACTOR shall return all records, files, contacts and other proprietary information of LEA to LEA. However, LEA shall reimburse CONTRACTOR for all reasonable actual expenses necessary to carry out the terms of this Section.

The Parties hereto have executed this Contract by and through their duly authorized agents or representatives. The Parties agree that this contract may be executed by electronic signature or secure program (e.g. Adobe Esign)This contract is effective on the [1] day of [July] [2023] and terminates at 5:00 p.m. on June 30, [2024], unless sooner terminated as provided herein.

CONTRACTOR

Specialized Therapy Services / OAS
Nonpublic School/Agency

By: _____
Signature

_____
Date

Steve Oas
Name and Title of Authorized Representative

LEA

Compass Charter Schools

By: _____
Signature

_____
Date

Elizabeth Brenner / Superintendent
Name and Title of Authorized Representative

4877-1522-2821, v. 1

Notices to CONTRACTOR shall be addressed to:	**Notices to LEA shall be addressed to:**
Steve Oas	Elizabeth Brenner / Superintendent
Name and Title Specialized Therapy Services / OAS	**Name and Title** Compass Charter Schools
Nonpublic School/Agency/Related Service Provider 4204 A Adams Ave.	**LEA** 805 Hampshire Rd, Suite P
Address San Diego, CA 92116	**Address** Thousand Oaks CA 01361
City **State** **Zip** 619-252-4557	**City** **State** **Zip** 855-937-4227
Phone **Fax**	**Phone** **Fax**
Email steve@the oascenter.com	**Email** ebrenner@compasscharters.org

EXHIBIT A: 2023 - 2024 RATES - see attached rate schedule

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Specialized Therapy Services / OAS

The CONTRACTOR CDS NUMBER:

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO:

Maximum Contract Amount: $300.000.00

Exhibit B

Certification of Criminal Background Clearance, Tuberculosis (TB) Clearance, and Credential Verification

This form is to be completed with respect to the Agreement between LEA and [Specialized Therapy Services / OAS] ("Independent Contractor").

PLEASE CHECK ALL APPROPRIATE BOXES AND SIGN BELOW. OR provide to Compass Charter Schools the documentation for each therapist.

CLEARANCE AND CREDENTIAL REQUIREMENTS SATISFIED:

☐ A. The Independent Contractor hereby certifies to LEA that it has completed the criminal background check required by law and has determined that none of its employees who may come into contact with LEA students has been convicted of a violent felony listed in Penal Code Section 667.5(c), a serious felony listed in Penal Code Section 1192.7(c), a sex offense listed in Education Code Section 44010, a controlled substance offense listed in Education Code Section 44011, a crime involving moral turpitude (e.g., embezzlement, perjury, fraud, etc.), or any offense which may make the employee unsuitable/undesirable to work around students. The Independent Contractor shall also request and receive subsequent arrest notifications for all such employees from the California Department of Justice to ensure ongoing safety of students.

☐ B. The Independent Contractor hereby certifies to LEA that it has required and verified that all employees who may have frequent or prolonged contact with students have undergone a risk assessment and/or been examined and determined to be free of active tuberculosis. The Independent Contractor requires all new employees to provide the Independent Contractor with a certificate of tuberculosis clearance dated within the sixty (60) days prior to initial employment. The Independent Contractor maintains current TB clearances for all such employees.

☐ C. The Independent Contractor hereby certifies to LEA that it has required and verified that all of the Independent Contractor's employees whose assignment at LEA requires a teaching or substitute credential or license holds a current, valid credential or license appropriate for the assignment as required by Education Code Section 47605(*l*).

WAIVER JUSTIFICATION:

☐ D. The Independent Contractor and all of its employees qualify for a waiver of the Department of Justice (DOJ) fingerprint and criminal background clearance requirements for the following reason(s):

☐ The Independent Contractor and its employees will have NO CONTACT with pupils. (No school-site Services will be provided.)

☐ The Independent Contractor and its employees will have LIMITED CONTACT with pupils. (Attach information about length of time on school grounds; proximity of work area to pupil areas; whether the Independent Contractor's employees will be working by themselves or with others, and, if so, with whom; and any other factors that substantiate limited contact.)

☐ The Independent Contractor, which will be providing for construction, reconstruction, rehabilitation, or repair of a school facility where the employees of the Independent Contractor may have contact, other than limited contact, with pupils, shall ensure the safety of the pupils by one or more of the following methods:

Check all methods to be used:

☐ 1) Installation of a physical barrier at the worksite to limit contact with students.

☐ 2) Continual supervision and monitoring of all employees of the Independent Contractor by an employee of the Independent Contractor who has not been convicted of a serious of violent felony, a sex or controlled substance offense, or a crime involving moral turpitude as ascertained by the DOJ.

☐ 3) Surveillance of employees of the Independent Contractor by LEA personnel

☐ The Services provided by the Independent Contractor are for an "EMERGENCY OR EXCEPTIONAL SITUATION" ONLY, such as when pupil health or safety is immediately endangered or when emergency repairs are needed to make the school facilities safe and habitable.

By signing below, under penalty of perjury, I certify that the information contained on this certification form and the employee list(s) is accurate. I understand that it is the Independent Contractor's sole responsibility to maintain, update, and provide LEA with current and complete information along with the employee list, throughout the duration of Services provided by Independent Contractor.

Authorized Vendor Signature	Printed Name	Title	Date

Coversheet

Contract 2023/24 Oxford Consulting

Section: IX. Academic Services
Item: D. Contract 2023/24 Oxford Consulting
Purpose: Vote
Submitted by:
Related Material: Oxford _ Compass NPA Master Contract 23_24.docx.pdf

NONPUBLIC SERVICES MASTER CONTRACT

General Agreement for Nonsectarian,
Nonpublic School and Agency Services

LEA: Compass Charter Schools

NPA X□ / NPS □: Oxford Consulting Services, Inc.

Contract Year: 2023 / 2024

RECITALS

THIS AGREEMENT is made and entered into as of the [1] day of [July] [2023], and commencing on that same day of [July] [2023], by and Compass Charter Schools (hereinafter "Compass" or "LEA") and NPA (hereinafter "[Oxford Consulting Services, Inc.]" or "CONTRACTOR"). Collectively, Compass or LEA and CONTRACTOR shall be referred to as the "Parties":

WHEREAS CONTRACTOR is a special education services company, performing related services and management, including Special Education administration and support, psychology services, counseling services, education specialists, instructional aides, speech therapy services, and other services as designated;

WHEREAS CONTRACTOR is a California certified non-public agency ("NPA");

WHEREAS, as of [July 1, 2023], Compass will be a member of the El Dorado SELPA ("SELPA") and deemed a local educational agency ("LEA") pursuant to Education Code § 47641(a) for the purposes of compliance with federal law and for eligibility for federal and state special education funds, and;

WHEREAS Compass wishes to contract with CONTRACTOR to provide special education services to Compass students on an "under arrangements" basis, and to establish a program for providing special education services to enrolled students;

WHEREAS CONTRACTOR possess the requisite license, training and experience to provide the services called for in this Agreement, and is prepared to assume the responsibility of providing selected special education services for Compass student(s); and

NOW, THEREFORE, in consideration of Compass paying to CONTRACTOR the compensation and CONTRACTOR performing the duties specified herein, it is mutually covenanted and agreed by and between the parties hereto as follows:

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. Master Contract

1.1 This Master Contract is entered into on [July 1, 2023] between COMPASS CHARTER SCHOOLS, hereafter referred to as the LOCAL EDUCATIONAL AGENCY ("LEA"), a member of the El Dorado Charter SELPA, and [Oxford Consulting Services, Inc.], a nonpublic, nonsectarian school/agency, hereafter referred to as NPA or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq. It is understood that this Master Contract does not commit LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services for any student, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR on a student-by-student basis.

1.2 Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as "ISA"). The ISA shall specify CONTRACTOR's obligation to provide all or selected service(s) specified within the Student's IEP. The ISA shall be executed within ninety (90) days of a student's acceptance by the CONTRACTOR. LEA and CONTRACTOR shall enter into a separate ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to Student's IEPs and any other documentation and electronic database necessary to implement and document Student's ISA. The ISA shall require CONTRACTOR to maintain the confidentiality of the Student's educational records in accordance with the Families Educational Rights and Privacy Act of 2001 ("FERPA") (20 U.S.C. § 1232g) and this Master Contract.

1.3 Nonpublic School Placement Costs: LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the student's parent. Notwithstanding the foregoing, LEA shall be responsible for the costs associated with nonpublic school placement as specified in (a) an order directing placement made by the Office of Administrative Hearings (hereinafter referred to as "OAH"), (b) a lawfully executed agreement between LEA and parent, or (c) the authorization by LEA for a transfer student pursuant to California Education Code section 56325.

2. Certification and Licenses

2.1 CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification and licensure specified by CDE Certification, as defined in California Education Code, section 56366 *et seq*., and within the professional scope of practice of each provider's license, certification and/or credential. A current copy of CONTRACTOR's nonpublic school/agency certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Master Contract is executed by CONTRACTOR.

2.2 This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract.

2.3 Total student enrollment of the NPS operated by CONTRACTOR shall be limited to capacity as stated on CDE certification described in Section 2.1. Total student enrollment shall be limited to capacity as stated in Section 24 of this Master Contract.

2.4 In addition to meeting the certification requirements of the State of California, any program operated by CONTRACTOR outside of California shall be certified or licensed by the state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. § 1400 *et seq*.).

2.5 If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of California, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

2.6 With respect to CONTRACTOR's certification in Section 2.1, failure to notify the LEA and CDE of any changes in any of the following may result in the suspension or revocation of CDE certification and shall allow LEA to suspend or terminate this Master Contract at the discretion of the LEA:

2.6.1 credentialed/licensed staff;
2.6.2 ownership;
2.6.3 management and/or control of the agency;
2.6.4 major modification or relocation of facilities; or
2.6.5 significant modification of the program.

3. Compliance with Laws, Statutes, Regulations

3.1 During the term of this contract unless otherwise agreed, CONTRACTOR shall comply with the Individuals with Disabilities Education Act and all subsequent amendments and requirements and all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations relating facilities for individuals with exceptional needs, as well as all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations relating to the provision of special education and/or related services as set forth in federal and state special education laws and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR.

3.2 CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to, the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

3.3 CONTRACTOR acknowledges and agrees that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this reporting may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. Terms of Master Contract

4.1 The term of this Master Contract shall be from July 1, 2023 to June 30, 2024 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract shall be re-negotiated prior to June 30, 2024. In the event the contract is not renegotiated by June 30th, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5 California Code of Regulations section 3062(d).) In the absence of a successor or interim contract, this Agreement shall expire at the end of the Term.

4.2 No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

4.3 The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. Integration/Continuance of Contract Following Expiration or Termination

5.1 This Master Contract governs the administration of each Individual Services Agreement ("ISA"), and each and every ISA is incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

5.2 CONTRACTOR shall provide the LEA with information as requested in writing to secure a new Master Contract or a renewal. At a minimum, such information shall include copies of teacher credentials and background clearance documentation, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to the LEA, no Master Contract will be issued.

5.3 If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety-day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2)).

5.4 In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA.

6. Individual Services Agreement

6.1 This Master Contract sets forth the basic terms under which LSA may approve an ISA for each student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for students with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed

ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students.

6.2 Any and all changes to a student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the student's IEP. At any time during the term of this Master Contract, a student's parent, CONTRACTOR, or LEA may request a review of a student's IEP subject to all procedural safeguards required by law.

6.3 The ISA shall specify which service(s) included in Student's IEP CONTRACTOR will provide. If CONTRACTOR is a NPS, CONTRACTOR will implement all special education and services identified in a Student's EIP unless agreed upon otherwise. In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within two (2) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to student as a result of lack of provision of services while student was served by the nonpublic school or agency.

6.4 Subject to CONTRACTOR's right to terminate this Master Contract or an ISA pursuant to Education Code section 56366, subdivision (a)(4) as set forth in Sections 6 and 14, if a parent contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall continue to serve the student pursuant to the student's ISA during the term of the Master Contract shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH. CONTRACTOR shall adhere to LEA decisions concerning changes in placement. Nothing herein shall be construed to mean that CONTRACTOR consents to the jurisdiction of OAH.

6.5 When it is necessary to extend services beyond the ISA ending date, a "stay-put" ISA will be executed within ten (10) school days of the ending date of the CONTRACTOR's last executed ISA.

6.5 CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

6.6 Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract are to be settled by the Dispute Resolution procedure set forth in Section 64.

7. DEFINITIONS

7.1 The following definitions shall apply for purposes of this contract:

a. The term "CONTRACTOR" means the nonpublic, nonsectarian school/agency identified in the first paragraph of this Master Contract, and its officers, agents and employees.

b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for nonpublic school/agencies. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for the administration of this Master Contract, unless otherwise specified in this Master Contract.

c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the California State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).

d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including but not limited to the standards contained in the California Business and Professions Code.

e. Nothing in the foregoing definition of "qualified" shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (r)).

f. The term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses, and which authorizes the bearer of the document to refer to himself or herself using a specified professional title and to provide certain professional services including but not limited to mental health and board and care services at a residential placement. If a license is not

available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).

g. "Parent" means a biological or adoptive parent, unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child, an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare, a surrogate parent, a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

h. The term "days" means calendar days unless otherwise specified.

i. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.

j. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.

k. It is understood that the term "Master Contract" also means "Agreement" and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

8.1 All notices provided for by this contract shall be in writing. Notices shall be mailed or emailed to the designated LEA representative and shall be effective as of the date of receipt by addressee.

8.2 All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of this Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. Maintenance of Records

9.1 All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract.

9.2 For purposes of this Master Contract, "records" shall include, but not be limited to all of the following:

9.2.1 student records as defined by California Education Code section 49061(b) including electronically stored information;
9.2.2 cost data records as set forth in Title 5 of the California Code of Regulations section 3061;
9.2.3 registers and roll books of teachers and/or daily service providers;
9.2.4 daily service logs and notes and other documents used to record the provision of related services including supervision;
9.2.5 daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required;
9.2.6 bus rosters;
9.2.7 staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination;
9.2.8 records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets;
9.2.9 transportation and other related services subcontracts;
9.2.10 school calendars;
9.2.11 bell/class schedules when applicable;
9.2.12 liability and worker's compensation insurance policies;
9.2.13 state nonpublic school and/or agency certifications by-laws;
9.2.14 lists of current board of directors/trustees, if incorporated;
9.2.15 statement of income and expenses;
9.2.16 general journals;
9.2.17 cash receipts and disbursement books;
9.2.18 general ledgers and supporting documents;
9.2.19 documents evidencing financial expenditures;
9.2.20 federal/state payroll quarterly reports; and
9.2.21 bank statements and canceled checks or facsimile thereof.

9.4 Positive proof of attendance is required.

9.5 CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the student's record. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors.

9.6 CONTRACTOR or LEA shall maintain copies of any written parental concerns granting or regarding access to student records. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations.

9.7 CONTRACTOR agrees, in the event of school or agency closure, to forward student records within five (5) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, and reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

9.10 Upon at least ten (10) calendar days' prior written notice of the date of an upcoming IEP meeting, CONTRACTOR shall provide the LEA with goal progress reports, service logs and any additional relevant data no less than three (3) school days prior to the IEP meeting.

9.11 All student records and financial invoices and documentation must include the specific Compass school name in addition to the student's personally identifiable information.

10. Severability Clause

If any provision of this agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

11. Successors in Interest

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

12. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this contract with venue in Los Angeles County.

13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. LEA shall require the party seeking such modification to provide the LEA and CONTRACTOR thirty (30) days' prior written notice of any such demand for changes or modifications and a copy of the statute or regulation upon which the modification or changes are based.

14. TERMINATION

14.1 This Master Contract or an Individual Service Agreement may be terminated for cause by either party. For the purposes of this Master Contract, "cause" is defined as breach, misfeasance, or other inappropriate action of the other party. The term "cause" does not include any action or failure to act of the Student identified in the ISA, or of the Student's Parent.

14.2 This Master Contract or an ISA may not be terminated based upon the availability of a public class initiated during the period of this Master Contract, unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. The cause may also not be due the action or failure to act of the Student identified in the ISA, or of the Student's Parent.

14.3 To terminate this Master Contract for cause either party shall give the other party twenty (20) days prior written notice (California Education Code section 56366(a)(4)). In instances where an issue occurs at the NPS that the LEA determines is an immediate threat to student health or safety or when or when there is documentation that CONTRACTOR has been unable to provide services required on IEP/ISA, LEA may terminate a student's ISA and/or reassign student to an alternative educational setting without providing 20 days' notice. At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract.

14.4 All ISAs shall be deemed void upon termination of this Master Contract, as provided in Section 5 or 6.

15. INSURANCE

15.1 CONTRACTOR shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof including but not limited to:

15.1.1 **General and Professional Liability.** General and professional liability insurance covering all activities of CONTRACTOR personnel during the executing of the obligations under this Agreement with coverage of not less than- One Million Dollars ($1,000,000) for any incident ,Two Million Dollars ($2,000,000) annual aggregate per incident, and Three Million Dollars ($3,000,000) excess liability policy for a maximum of Five Million Dollars ($5,000,000) per aggregate limit.

15.1.2 **Worker's Compensation**. Worker's compensation insurance covering each employee providing in-person Services to LEA hereunder; workers' compensation insurance shall comply with all applicable legal requirements.

15.2 CONTRACTOR agrees to provide LEA with a Certificate of Insurance naming LEA as an additional insured on such general and professional liability insurance policies. Policies will be furnished to LEA for review upon request. LEA shall not obtain workers' compensation insurance on behalf of CONTRACTOR or CONTRACTOR's employees.

15.3 If the CONTRACTOR is a NPS or Residential Treatment Center ("RTC"), additional insurance must be secured in accordance with law and standard practice as directed by LEA.

15.4 If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may propose an amendment to this Agreement to modify the insurance obligations.

15.5 SELF-INSURANCE: When the self-insurance retention for the CONTRACTOR is to be $100,000 or more, the CONTRACTOR shall submit, in writing, information on its proposed self- insurance program. The submission shall include:

- A complete description of the program, including types of risks, and limits of coverage

- The CONTRACTOR's latest financial statements
- Claims administration policy, practices, and procedures
- A disclosure of all captive insurance company and reinsurance agreements, including methods of computing costs.

Programs of self-insurance covering workers' compensation:

- An approved program of self-insurance must include coverage for any employer's liability not covered by commercial insurance.

For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

All Certificates of Insurance shall contain a reference to the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate.

If LEA or CONTRACTOR determines that changes in insurance coverage obligations under this section are necessary, either party may reopen negotiations to modify the insurance obligations.

16. INDEMNIFICATION AND HOLD HARMLESS

16.1 To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, or the performance of any ISA, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA shall have the right in their sole discretion to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

16.2 To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Officers, Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from

or arising out of this Master Contract or its performance, or the performance of any ISA, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

17. Independent Contract

17.1 Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

17.2 If the LEA is held to be a partner, joint venturer, co-principle, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

17.3 LEA and CONTRACTOR agree to the following rights consistent with an independent contractor relationship:

17.3.1 CONTRACTOR has the right to perform services for others during the term of this Agreement.

17.3.2 CONTRACTOR has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed to the extent the provision of CONTRACTOR's services are consistent with the responsibilities set forth in the ISA.

17.3.3 CONTRACTOR has the right to hire assistants or to use employees to provide the services required by this Agreement.

17.3.4 CONTRACTOR or CONTRACTOR's employees shall perform the services required by this Agreement; LEA shall not hire, supervise or pay any assistants to help CONTRACTOR.

17.3.5 Neither CONTRACTOR nor CONTRACTOR's employees shall receive any training from LEA in the skills necessary to perform the services required by this Agreement.

17.3.6 LEA shall not require CONTRACTOR or CONTRACTOR's employees to devote full time to performing the services required by this Agreement.

17.3.7 Neither CONTRACTOR nor CONTRACTOR's employees are eligible to participate in any employee pension, health, vacation pay, sick pay or other fringe benefit plan of LEA.

18. SUBCONTRACTING

CONTRACTOR shall not subcontract duties assigned to CONTRACTOR pursuant to this Agreement or any ISA.

19. CONFLICTS OF INTEREST

19.1 CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated.

19.2 CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

19.3 Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR.

19.4 To avoid conflict of interest, and in order to ensure the independence and appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the LEA agrees to fund.

19.5 Only when no other appropriate assessor is available, LEA may request, and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

19.6 In the event that CONTRACTOR is a Nonpublic Agency, CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who was an employee of LEA within the three hundred and sixty five (365) days prior to executing this contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

19.7 CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

20. Non-Discrimination

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

EDUCATIONAL PROGRAM

21. Free and Appropriate Public Education (FAPE)

21.1 LEA shall provide CONTRACTOR with a copy of the IEP including all relevant attachments of each student served by CONTRACTOR. CONTRACTOR shall provide to each student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the student's IEP and as specified in the ISA.

21.2 CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student's IEP and ISA.

21.3 Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for students, as specified in the student's IEP and ISA.

CONTRACTOR shall impose no fee or charge of any kind to parents for special education and/or related services as specified in the student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Master Contract).

21.4 LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the nonpublic school. CONTRACTOR shall provide school site-based training for student, teacher, support staff and parent on the use of the device. CONTRACTOR shall return device to LEA, as per issuance procedures, within two (2) working days of student termination or ceasing to qualify for device. CONTRACTOR shall file or attempt to file police reports for missing/lost/stolen device(s), providing documentation of attempt, and coordinate the provision of any police report number to LEA within five (5) working days of becoming aware of loss. The equipment remains the property of the LEA and shall be returned to the LEA when the IEP team determines the equipment is no longer needed.

21.5 CONTRACTOR shall be solely responsible for ensuring that facilities are adequate to provide LEA students with an environment which meets all state and local health and safety regulations and guidance.

21.6 CONTRACTOR may only charge a student's parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

21.7 Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student's receipt of special education and/or related services as specified in the student's IEP and ISA unless the LEA, CONTRACTOR, and PARENT agree otherwise in writing.

22. General Program of Instruction

22.1 All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 et seq., and shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations.

22.2 When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall:

22.2.1 utilize evidence-based practices and predictors and be consistent with LEA's standards regarding the particular course of study and curriculum;

22.2.2 include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services;

22.2.3 be consistent with CDE's standards regarding the particular course of study and curriculum;

22.2.4 provide the services as specified in the student's IEP and ISA.

22.3 Students shall have access to:

22.3.1 State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the nonpublic school:

22.3.2 college preparation courses;

22.3.3 extracurricular activities, such as art, sports, music and academic clubs;

22.3.4 career preparation and vocational training, consistent with transition plans pursuant to state and federal law; and

22.3.5 supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

22.4 When CONTRACTOR serves students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements.

22.5 CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

22.6 When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA.

22.7 The nonpublic agency providing Behavior Intervention services shall develop a written plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA.

22.8 School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team.

22.9 Any services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present.

22.10 Section 22.9 shall not apply to services provided by a CONTRACTOR that is a licensed children's institution or to the provision of emergency services, provided CONTRACTOR has a written authorization signed by the parent or legal guardian to authorize emergency services as requested. Licensed Children's Institution ("LCI") CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract.

22.11 CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

22.12 When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

23. Instructional Minutes

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at leazst equivalent to the minimum instructional time requirements for Charter Schools in the state of California and shall be specified in the student's ISA developed in accordance with the student's IEP.

24. Class Size

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one (1) teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing.

25. Calendars

25.1 When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days not to exceed one hundred and eighty (180) days, plus extended school year billable days equivalent to the number of days determined by the LEA's extended school year calendar.

25.2 Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for

each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall require or be interpreted to require the LEA to accept any requests for calendar changes.

25.3 Unless otherwise specified by the students' IEP, educational services shall occur at the CONTRACTOR's facility or in Student's home. A student shall only be eligible for extended school year services if such are included in his/her IEP and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

25.4 Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when LEA's school program is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic school service. Any instructional days provided before the execution of this Agreement shall be at the sole financial responsibility of the CONTRACTOR.

25.5 LEA shall provide a school calendar to CONTRACTOR prior to the initiation of services. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA is in session. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment.

26. Data Reporting

26.1 CONTRACTOR shall provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall provide all data related to any and all sections of this Agreement and requested by and in the format required by the LEA.

26.2 It is understood that all nonpublic school and agencies shall utilize the LEA approved electronic IEP system, Special Education Information System ("SEIS") for all IEP development and progress reporting, unless otherwise agreed to by the LEA. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

26.3 The LEA shall provide the CONTRACTOR with approved forms and/or format for such data including, but not limited to, invoicing, attendance reports and progress

reports. The LEA may approve use of CONTRACTOR'S forms in LEA's sole discretion.

26.4 All data reporting and documentation must include the specific Compass school name in addition to the student's personally identifiable information.

27. STATEWIDE ACHIEVEMENT TESTING

27.1 When CONTRACTOR is a nonpublic school, per implementation of Senate Bill 484, CONTRACTOR shall administer all Statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, the English Language Proficiency Assessments for California ("ELPAC"), as appropriate to the student, and mandated by LEA pursuant to LEA requirements and state and federal guidelines.

27.2 CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. CONTRACTOR shall provide test administration by CONTRACTOR'S qualified staff in accordance with LEA test administration protocols. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

28. MANDATED ATTENDANCE AT LEA MEETINGS

28.1 CONTRACTOR shall attend LEA mandated meetings (via teleconference) when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, and standardized testing and IEPs.

28.2 LEA shall provide CONTRACTOR with reasonable notice of mandated meetings.

28.3 Attendance at such mandated meetings does not constitute a billable service hour(s).

29. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

29.1 CONTRACTOR shall comply with the requirements of Education Code section 56521.1 and 56521.2, federal law and regulation, and LEA policy regarding

Student behavior and discipline. This includes, but is not limited to, the completion of Behavior Emergency Reports, emergency interventions, implementation of Behavior Intervention Plans, parental notice and prohibitions against restraint and seclusion.

29.2 In the event of a pupil-involved incident for which law enforcement was contacted, CONTRACTOR shall notify CDE and the LEA of the incident, in writing, no later than one business day after the incident occurred.

29.3 CONTRACTOR shall document the training of staff who will have contact or interaction with pupils during the school day in the use of evidence-based practices and interventions specific to the unique needs of the CONTRACTOR's population. This training shall be provided within thirty (30) days of employment to new staff and annually to all staff who have any contact or interaction with pupils during the school day. The structure and content of the training shall comply with the requirements set forth in AB 1172. LEA shall annually verify that CONTRACTOR has completed this training and report to CDE that the LEA has completed this verification.

29.4 Effective January 1, 2020, CONTRACTOR shall notify CDE and the LEA of any pupil-involved incident at the NPS/NPA in which law enforcement was contacted. This notification shall be provided in writing, no later than one business day after the incident occurred. Education Code § 56366.1(i)(2).

29.5 Effective January 1, 2020, to be certified by CDE, a NPS serving pupils with significant behavioral needs or who have a Behavioral Intervention Plan ("BIP"), the NPS must have an individual onsite during school hours who is qualified, and responsible for the design, planning, and implementation of behavioral interventions, as authorized under Section 3051.23 of Title 5 of the California Code of Regulations. Education Code § 56366.10.

30. STUDENT DISCIPLINE

30.1 CONTRACTOR shall maintain and abide by LEA's policy for student discipline.

30.2 CONTRACTOR shall not unilaterally suspend or recommend for expulsion any student without prior communication with and agreement of the LEA and pursuant to all procedures within the LEA's suspension/expulsion policy.

30.3 CONTRACTOR may not terminate this Agreement due to Student's behavior unless Parent is in agreement otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

31. IEP Team Meetings

31.1 An IEP team meeting shall be convened at least annually to evaluate:

31.1.1 the educational progress of each student served by CONTRACTOR;
31.1.2 whether or not the needs of the student continue to be best met by CONTRACTOR; and
31.1.3 whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii)) and pursuant to California Education Code section 56345 (b) (4).)

31.2 Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed.

31.3 At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. It is understood that CONTRACTOR will join any meetings by teleconference or videoconference unless otherwise mandated by a Student's IEP, judicial order, or settlement agreement.

31.4 CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

31.5 It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The SELPA shall provide training for any NPS and NPA to assure access to the approved system. The NPS and/or NPA shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student is no longer receiving services from CONTRACTOR, the NPS/NPA shall discontinue use of the approved system for that student.

31.6 Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's

placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

32. Surrogate Parents and Foster Youth

32.1 LEA shall comply with state and federal laws and regulations and LEA policies and procedures regarding surrogate parent assignments. CONTRACTOR shall comply with LEA surrogate parent assignments.

32.2 Per California Education Code sections 51225.1 and 51225.3, students who are homeless, in foster care, a former juvenile court school pupil, children of military families, migratory students, or a pupil participating in a newcomer program, as defined in section 51225.2, who transfer schools after their second year of high school and who cannot reasonably complete all LEA graduation requirements in four (4) years may be eligible to graduate by completing the minimum state graduation requirements per AB 216/167. Within five (5) days of contact by CONTRACTOR, the LEA will determine student eligibility for AB 216/167. CONTRACTOR will award partial or full credits to this student population for all work satisfactorily completed while in attendance at the nonpublic school. Once eligibility is established, the LEA will provide CONTRACTOR with AB 216 Notification Letter to review with the student and educational rights holder ("ERH"). CONTRACTOR will forward a copy of the signed AB 216 Notification Letter, indicating acceptance, rejection, or deferral of the exemption, to the LEA immediately upon completion for further handling.. LEA shall comply with its Foster and Homeless Youth policies and state and federal law.

33. Due Process Proceedings

33.1 CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency.

33.2 Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

34. Complaint Procedures

34.1 CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and

providing parents of students with appropriate information (including complaint forms) for the following:

34.1.1 Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.;

34.1.2 Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a);

34.1.3 Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c);

34.1.4 Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and

34.1.5 Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA").

34.3 CONTRACTOR shall provide written verification of the implementation of these procedures to the LEA.

34.2 Upon receipt of any complaint regarding an LEA student, CONTRACTOR shall notify the LEA within two (2) business days.

34.3 CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency.

34.4 CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all non-privileged reports generated as a result of an investigation.

35. Student Progress Reports/Report Cards and Assessments

35.1 CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards annually and at least three (3) school days prior to any IEP meeting when LEA notifies CONTRACTOR at least ten (10) calendar days prior to the IEP meeting. At a minimum, progress reports shall include progress over time towards IEP goals and objectives.

35.2 A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s).

35.3 The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress

on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted in the discretion of the LEA.

35.4 CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices.

35.5 CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the annual or triennial review IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

35.6 CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

35.7 CONTRACTOR acknowledges and agrees that all billable hours must be in direct services to pupils as specified in the ISA. For Nonpublic Agency services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

35.8 CONTRACTOR shall not charge the student's parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, interviews, and/or meetings. The Parties agree that all billable hours shall be limited as specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

36. TRANSCRIPTS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for LEA students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms LEA for

evaluation of progress toward completion of diploma requirements as specified in LEA's Charter.

37. Student Change of Residence

37.1 Within five (5) school days after CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA of the student's change of residence as specified in LEA Procedures.

37.2 If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in Section 37.1, LEA shall not be responsible for the costs of services delivered after the student's change of residence.

38. Withdrawal of Student from Program

38.1 CONTRACTOR shall immediately report electronically and in writing to the LEA within two (2) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and student's discharge against professional advice from a Nonpublic Schools/Residential Treatment Center ("NPS/RTC").

39. Parent Access

39.1 CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters.

39.2 CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

39.3 CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance.

39.4 CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel- related expenses shall be made directly through the LEA.

39.5 CONTRACTOR providing services in the student's home as specified in the IEP shall assure that at least one parent of the child, or an adult caregiver with written

and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations.

39.6 CONTRACTOR shall require the parent to inform the LEA of any changes of caregivers and provide written authorization for care in an emergency situation. CONTRACTOR agrees that any employee or volunteer associated with the NPS/NPA service provider cannot be as an adult caregiver.

39.7 For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent (or LEA-approved responsible adult) is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written, shall also be provided to the LEA.

40. Services and Supervision and Professional Conduct

CONTRACTOR is expected to provide all services at CONTRACTOR's facility or at another location as determined with Student and Parents. CONTRACTORS are not able to provide services at an LEA School Site.

41. Licensed Children's Institution ("LCI") Contractors and Residential Treatment Center ("RTC") Contractors

41.1 If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1(b), AB 1858 (2004), AB 490 (Chapter 862, Statutes of 2003), AB 1261 (2005), AB 1166 Chapter 171 (2015), AB 167 Chapter 224 (2010), AB 216 Chapter 324 (2013), AB 379 Chapter 772 (2015), AB 1012 Chapter 703 (2015), and the procedures set forth in the LEA Procedures.

41.2 An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

41.3 If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1412(a)(1)(A) and Education Code section 56000, et seq.; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), 20 U.S.C. section 1401(29); Education Code section 56031; Cal. Code Regs., Title 5, section 3001 et seq., Cal. Code Regs., Title 2, section 60100 et seq. regarding the provision of counseling

services, including residential care for students to receive a FAPE as set forth in the LEA student's IEPs.

41.4 If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all LEA students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment.

41.5 LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights. The foregoing limitation shall not apply, and LEA shall be responsible for the costs associated with non-school placement, as specified in an OAH order or a lawfully executed agreement between LEA and parent,

41.6 In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

42. State Meal Mandate

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

43. Monitoring

43.1 CONTRACTOR shall allow LEA representatives access to its facilities or virtual programming for periodic monitoring of each student's instructional program. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR, and review each student's records and progress. Such access shall include unannounced monitoring visits as determined in LEA's sole discretion. CONTRACTOR shall be invited to participate in the review of each student's progress.

43.2 If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

43.3 The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (a) CONTRACTOR shall complete a self-review in year one; (b) the Superintendent shall conduct an onsite review in year two; and (c) the Superintendent shall conduct a follow-up visit in year three.

43.4 CONTRACTOR shall participate in any LEA and CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the nonpublic school, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall diligently conduct any follow-up or corrective action procedures related to review findings.

43.5 CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, the following:

43.5.1 a review of core compliance areas of health and safety;
43.5.2 curriculum/instruction;
43.5.3 related services; and
43.5.4 contractual, legal, and procedural compliance.

43.6 When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

43.7 If the LEA does not have any pupils enrolled at or receiving services through CONTRACTOR at the time of this Agreement, the LEA shall conduct the following:

43.7.1 An onsite visit to the NPS/NPA before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.[12]

43.7.2 At least one onsite monitoring visit during each school year to the CONTRACTOR at which the LEA has a pupil attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to:

43.7.2.A A review of services provided to the pupil through the individual service agreement between the LEA and CONTRACTOR;

43.7.2.B A review of progress the pupil is making toward the goals set forth in the pupil's Individualized Education Program ("IEP");

43.7.2.C A review of progress the pupil is making toward the goals set forth in the pupil's BIP if the pupil has a BIP;

43.7.2.D An observation of the pupil during instruction; and

43.7.2.E A walkthrough of the facility.

43.7.3 The LEA shall report the findings resulting from the monitoring visit to CDE within 60 calendar days of the onsite visit.

44. Inability to Provide In-Person Services Due to Emergency Circumstances

In the event CONTRACTOR is unable to fulfill its duty to provide in-person services as required by the ISA and/or the LEA student's IEP for more than ten (10) school days, CONTRACTOR agrees to provide virtual services to the greatest extent possible. If CONTRACTOR is unable or unwilling to provide virtual services, CONTRACTOR agrees to provide compensatory services equal to the amount of services missed due to the emergency circumstance. CONTRACTOR agrees that all decisions regarding whether in-person services may be provided shall be in accordance with state and local legislation and guidance from the CDE and California Department of Public Health ("CDPH"), as applicable.

PERSONNEL

45. Clearance Requirements

45.1 CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1, including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") for CONTRACTOR's employees, volunteers, subcontractors, transportation providers (i.e., bus, van taxi drivers), or any person with regular student contact employed directly or indirectly by it prior to service with any LEA student. CONTRACTOR hereby agrees that CONTRACTOR's employees, volunteers, subcontractors or any person employed directly or indirectly by it, or any regular outside service provider (such as Department of Probation, Department of Children and Family Services, and/or Los Angeles County Department of Children's Services), shall not come in contact with LEA students until CDOJ clearance and subsequent arrest notification are obtained and confirmed by the CONTRACTOR. . CONTRACTOR shall certify in writing to LEA that none of its employees, volunteers, subcontractors or any person employed directly or indirectly by it who may come into contact with LEA students have been convicted of a violent

or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Clearance certification for those providers who provide or supervise services billed to the LEA shall be provided electronically to the LEA within forty-eight (48) hours of account execution. CONTRACTOR shall submit to LEA a "Staff List and Clearance Form" for all CONTRACTOR's employees, volunteers, subcontractors, transportation providers (i.e., bus, van, or taxi drivers), or any person with regular student contact employed directly or indirectly. CONTRACTOR shall provide an updated "Staff List and Clearance Form" whenever there is a change in personnel covered by the document. In addition, notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA and State Superintendent of Instruction evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the CONTRACTOR. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Proof of subsequent arrest notification, as required by California Penal Code section 11105.2, for all staff shall be provided upon request.

45.2 Any CONTRACTOR that operates a program outside of this State shall also comply with the legal requirements of the applicable State where the program is located for mandated background checks and clearance requirements in order to have direct contact with children.

45.3 Per California Health and Safety Code section 1596.7995, CONTRACTORS shall not allow a person to be employed or volunteer at a day care center, preschool, or extended day facility, who has not been immunized against influenza, pertussis, and measles. Each employee and volunteer shall obtain an influenza vaccination between August 1 and December 1 of each year. A person is exempt from this requirement of this section only if the person submits a written declaration that he or she had declined the Influenza vaccination.

46. STAFF QUALIFICATIONS

46.1 CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and

Title 5 of the California Code of Regulations sections 3001(y), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

46.2 CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 et seq. and 45350 et seq.

46.3 In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

47. Verification of Licenses, Credentials and Other Documents

47.1 Upon request, CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools where parents of Students are domiciled.

47.2 CONTRACTOR shall notify LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to students as specified in the LEA Procedures.

47.3 The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

48. Staff Absence and Tardiness

48.1 When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a

qualified (as defined in this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers.

48.2 LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make-up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

48.3 CONTRACTOR agrees to maintain and enforce a policy requiring CONTRACTOR's employees to report for duty on time, and employees with repeated tardiness shall be subject to discipline by CONTRACTOR. CONTRACTOR agrees that LEA shall have the right to refuse to work with any employee of CONTRACTOR whose repeated tardiness negatively impacts LEA, and in such event CONTRACTOR shall provide a replacement employee who can perform the services on a consistently timely basis.

49. Staff Professional Behavior When Providing Services At School Facility and/or in the Home

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in LEA Board policies and/or regulations when made available to the CONTRACTOR.

HEALTH AND SAFETY MANDATES

50. Health and Safety

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. Without limiting the foregoing, CONTRACTOR agrees to maintain and enforce appropriate health and safety protocols in an Infection Control Plan for COVID-19, or its equivalent, as required by applicable state and local health orders.

51. Facilities and Facilities Modifications

51.1 CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to:

51.1.1 illness prevention;

51.1.2 access by disabled persons;

51.1.3 fire, health, sanitation, and building standards and safety features and equipment;
51.1.4 fire alarm and suppression systems;
51.1.5 zoning permits; and
51.1.6 occupancy capacity.

51.2 When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances.

51.3 Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

52. Administration of Medication

52.1 CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement.

52.2 CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication.

52.3 CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

53. Incident/Accident Reporting

Within 24 hours, CONTRACTOR shall submit any accident or incident report to the LEA via email or other electronic means of communication specified by LEA for that purpose. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures. CONTRACTOR shall

electronically report, using LEA platform, any time CONTRACTOR determines that a LEA pupil has committed an act as defined in Education Code sections 48900 et seq., regardless of whether the act results in a disciplinary action of suspension or expulsion.

54. Child Abuse Reporting

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, regarding child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), CONTRACTOR agrees to maintain the confidentiality of reports as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

55. Sexual Harassment

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy shall include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

56. Reporting of Missing Children

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

57. Enrollment, Contracting, Service Tracing, Attendance Reporting, and Billing Procedures

57.1 CONTRACTOR shall assure that the school or agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to properly implement the IEP and ISA for each and every student.

57.2 CONTRACTOR shall comply with applicable laws and regulations governing enrollment, contracting, attendance reporting, service tracking and billing. Service tracking documentation shall be completed within five (5) school days of the scheduled event and service tracking session notes shall meet LEA standards for documenting services (i.e., listed on student's current IEP; relevant to the IEP goal; includes a brief description of the activity and an outcome statement; includes an objective measure of the student's progress toward the IEP goal and/or a reflection by the provider that is demonstrative of professional judgment specific to his/her own discipline; is consistent with professional standards established for each discipline.

57.3 CONTRACTOR agrees that billing shall conform to the requirements of electronic billing as specified by the LEA Procedures. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

57.4 CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

57.5 CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA in the LEA Procedures. At a minimum, each invoice must contain the following information:

- 57.5.1 month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA;
- 57.5.2 name of staff who provided the service;
- 57.5.3 approved cost of each invoice;
- 57.5.4 total for each service and total for the monthly invoice;
- 57.5.5 date invoice was mailed;
- 57.5.6 signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification;

57.5.7 verification that attendance report is attached as appropriate;
57.5.8 indication of any made-up session consistent with this contract;
57.5.9 verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and
57.5.10 name or initials of each student for when the service was provided.

57.6 In the event services were not provided, CONTRACTOR shall explain to LEA in writing why the services were not provided.

57.7 Each invoice is subject to all conditions of this contract. At the discretion of the LEA, LEA may require CONTRACTOR to submit an electronic invoice for services, provided LEA has given CONTRACTOR reasonable advance written notice. .

57.8 Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty- five (45) days of LEA's receipt of properly submitted copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA.

57.9 As needed, CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

57.10 In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond the following December 31st. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year.

57.11 CONTRACTOR shall pay all income taxes and FICA (Social Security and Medicare taxes) incurred while performing services under this Agreement. If CONTRACTOR is required to pay any federal, state or local sales, use, property, or value added taxes based on the services provided under this Agreement, the taxes shall be separately billed to LEA. CONTRACTOR shall not pay any interest or penalties incurred due to late payment or nonpayment of any taxes by LEA. LEA will not
57.11.1 withhold FICA from CONTRACTOR's payments or make FICA payments on CONTRACTOR's behalf;

57.11.2 make state or federal unemployment compensation contributions on CONTRACTOR's behalf;
57.11.3 withhold state or federal income tax from CONTRACTOR's payments; or
57.11.4 pay or reimburse mileage for NPA employee.

57.12 All financial invoices and documentation must include the specific Compass school name in addition to the student's personally identifiable information.

58. RIGHT TO WITHHOLD PAYMENT

58.1 LEA may withhold payment to CONTRACTOR or require CONTRACTOR to return excess funds already paid under the following circumstances:

58.1.1 CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract;
58.1.2 CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services;
58.1.3 CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records;
58.1.4 CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2);
58.1.5 education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified;
58.1.6 LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program;
58.1.7 CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA within five (5) days of such confirmation;
58.1.8 CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student.
58.1.9 Students served in service tracking groups when group size exceeds allowable the group size limits as stipulated within this contract and/or the rate page "Exhibit A";
58.1.10 Service tracking documentation does not meet professional standards as described in this contract; or
58.1.11 The invoice costs of all outstanding assistive technology devices that are due to have been returned but have not been returned, or for which a police report has not been filed or lacking documented attempt to be filed, at the close of each semester, as described in this contract, will be recouped from the CONTRACTOR in a subsequent invoice.

58.2 CONTRACTOR agrees that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

58.3 Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations in Article 57 of this Agreement. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days of CONTRACTOR's final invoice. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

58.4 The amount which may be withheld by LEA or returned by CONTRACTOR with respect to Section 58.1 are as follows:

58.4.1 the value of the service CONTRACTOR failed to perform;

58.4.2 the amount of overpayment;

58.4.3 the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR;

58.4.4 the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified;

58.4.5 the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or

58.4.6 the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

LEA may withhold or deny payment of any costs submitted to LEA on the basis of CONTRACTOR's failure to provide documentation of required training as set forth in this Master Contract or CONTRACTOR's failure to deliver required services and/or from missing/incomplete or improper documentation of such services.

In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA (with the exception of parent or student refusal), the CONTRACTOR shall notify the LEA in writing within ten (10) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to student as a result of lack of provision of services by CONTRACTOR

while student was served by the nonpublic school or agency, regardless of whether awarded to student through a Charter IEP, due process agreement, or CDE Required Corrective Action. LEA shall compensate CONTRACTOR for the compensatory service hours at the rates specified by the current contract unless billed for previously or included in a bundled rate.

58.5 If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. If LEA determines, in LEA's sole discretion, that CONTRACTOR's written request shows good cause for an extension, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

58.6 If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that payment will be made, or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

58.7 After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

58.8 After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning disputes under this section shall be subject to dispute resolution in accordance with Section 64.

59. Payment From Outside Agencies

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation

regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students.

60. PAYMENT FOR ABSENCES

60.1 STAFF ABSENCE

60.1.1 Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher. CONTRACTOR may not provide coverage for an absent teacher by combining two classes when doing so would violate the maximum student to staff ratios defined in Section 24.

60.1.2 Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

60.2 STUDENT ABSENCE

60.2.1 If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day or fifth (5^{th}) consecutive day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence as specified in the LEA Procedures.

60.2.2 Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on

which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

60.2.3 NON PUBLIC AGENCY NO SHOW OR LATE ARRIVAL POLICY: Unless the student provides timely notice, if the student fails to show for or is late to his/her scheduled appointment, CONTRACTOR will note appointment and arrival time (as applicable) and that the student did not attend or was late.

60.2.4 For sessions, LEA will pay fifty percent (50%) of the virtual sessions rate for a student who does not attend or who is late to his/her session provided the student or LEA failed to provide timely notice to CONTRACTOR.

60.2.5 If a student does not show or arrives late, CONTRACTOR provide notice to the LEA contemporaneously with the missed session. CONTRACTOR will additionally submit an invoice for those sessions and provide written proof the student did not show or arrived late, along with including documented attempts to contact the family or student. There must be contact attempts documented in the therapy notes section.

61. Inspection and Audit

61.1 The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

61.2 CONTRACTOR shall provide access to LEA to all records including, but not limited to:

61.2.1 student records as defined by California Education Code section 49061(b) including electronically stored information; cost data and fiscal records as set forth in Title 5 of the California Code of Regulations section 3061;

61.2.2 registers and roll books of teachers and/or daily service providers; daily service logs and notes used to record the provision of related services including supervision; daily service logs and notes or other documents used to record the provision of related services;

61.2.3 Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors;

61.2.4 absence verification records (parent/doctor notes, telephone logs, and related documents);
61.2.5 bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, dates of hire, and dates of termination; records of employee training and certification;
61.2.6 staff time sheets;
61.2.7 non-paid staff and volunteer sign-in sheets;
61.2.8 transportation and other related service subcontracts;
61.2.9 school calendars; bell/class schedules when applicable;
61.2.10 liability and worker's compensation insurance policies;
61.2.11 state nonpublic school and/or agency certifications;
61.2.12 by-laws; lists of current board of directors/trustees, if incorporated;
61.2.13 other documents evidencing financial expenditures related to LEA students;
61.2.14 federal/state payroll quarterly reports Form 941/DE3DP;
61.2.15 bank statements and canceled checks or facsimile thereof; and
61.2.16 all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

61.3 Access to records in this Article 61 shall include unannounced inspections by LEA.

61.4 CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

61.5 On no occasion shall CONTRACTOR impose additional requirements (e.g. Parent consent, release of information) for the provision of records concerning a Student who is being served or had been served by CONTRACTOR pursuant to an ISA.

61.6 CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

61.7 If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written

notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand.

61.8 Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

62. Rate Schedule

62.1 The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as noted in California Education Code Section 46200-46208.

62.2 Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

63. Debarment Certification

By signing this Agreement, the CONTRACTOR certifies that:

(a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

64. Dispute Resolution

64.1 The parties shall endeavor to resolve their disputes by an informal meet and confer process not to exceed fourteen (14) days. Any disputes not resolved by such an informal meet and confer process shall be submitted to binding arbitration which, unless the parties mutually agree otherwise, shall be conducted in the venue specified in Section 12. A demand for arbitration shall be made in writing, delivered to the other party to the Master Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all claims then known to that party on which arbitration is permitted to be demanded.

64.2 A demand for arbitration shall be made no later than the date when the institution of legal or equitable proceedings based on a claim between the parties would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim.

64.3 The arbitration hearing shall be conducted before a single arbitrator having at least ten (10) years' experience with special education law. The parties may conduct discovery, and the arbitrator may make orders regarding such discovery, as permitted by California Code of Civil Procedure section 1283.05. The arbitrator shall apply California substantive law to the claims in dispute, and shall utilize the California JAMS procedure and rules with respect to the presentation, receipt and admissibility of evidence at the arbitration hearing. An award may be entered against a party who fails to appear at a duly-noticed hearing. The arbitrator shall prepare in writing and provide to the parties an award including factual findings and the reasons on which the arbitrator's decision is based.

64.4 The decision of the arbitrator may be entered and enforced as a final judgment in any court of competent jurisdiction. The arbitrator shall not have the power to commit errors of law or legal reasoning or to award punitive damages, and the award may be vacated or corrected for any such error on a petition to vacate or correct the award brought under California Code of Civil Procedure section 1285, et seq. The ruling of the superior court regarding such petition shall be final, and no further appeal may be filed by either party. The provisions of the Federal Arbitration Act (9 U.S.C. § 1 et seq.) do not apply to this Master Contract or to this agreement to arbitrate.

64.5 The prevailing party in any action, arbitration or other proceeding shall be entitled to recover its reasonable attorney's fees and costs of suit from the other party.

65. Confidentiality

65.1 CONTRACTOR acknowledges that during the engagement it will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by LEA and/or used by LEA in connection with the operation of its business including, without limitation, LEA's business and product processes, methods, pupil/personnel record information, accounts and procedures. All information regarding students of LEA will remain confidential to CONTRACTOR unless a separate, specific, properly executed consent (including permission from LEA's student and his or her parent) for the release of information is obtained prior to such release. Any information regarding student(s) received by LEA's personnel or CONTRACTOR providing services pursuant to this Agreement shall remain confidential and shall not be communicated to any person or entity other than appropriate LEA personnel.

65.2 CONTRACTOR assigns to LEA all patent, copyright and trade secret rights in anything created or developed by CONTRACTOR for LEA under this Agreement. This assignment is conditioned upon full payment of the compensation due CONTRACTOR under this Agreement. CONTRACTOR shall help prepare any documents LEA considers necessary to secure any copyright, patent, or other intellectual property rights at no charge to LEA. CONTRACTOR agrees to honor the proprietary information of LEA and shall not disclose or circumvent such proprietary information now or in the future. Upon the conclusion of this Agreement, CONTRACTOR shall return all records, files, contacts and other proprietary information of LEA to LEA. However, LEA shall reimburse CONTRACTOR for all reasonable actual expenses necessary to carry out the terms of this Section.

The Parties hereto have executed this Contract by and through their duly authorized agents or representatives. The Parties agree that this contract may be executed by electronic signature or secure program (e.g. Adobe Esign)This contract is effective on the [1] day of [July] [2023] and terminates at 5:00 p.m. on June 30, [2024], unless sooner terminated as provided herein.

CONTRACTOR

Oxford Consulting Services, Inc.
Nonpublic School/Agency

By: _____
Signature

_____
Date

Christina Russi
Name and Title of Authorized Representative

LEA

Compass Charter Schools

By: _____
Signature

_____
Date

Elizabeth Brenner / Superintendent
Name and Title of Authorized Representative

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Notices to CONTRACTOR shall be addressed to:	**Notices to LEA shall be addressed to:**
Christina Russi	Elizabeth Brenner / Superintendent
Name and Title Oxford Consulting Services	**Name and Title** Compass Charter Schools
Nonpublic School/Agency/Related Service Provider **28202 Cabot Road, Ste. 300**	**LEA** 805 Hampshire Rd, Suite P
Address Laguna Niguel CA 92677	**Address** Thousand Oaks CA 01361
City **State** **Zip** 949-596-912 5	**City** **State** **Zip** 855-937-422 7
Phone **Fax**	**Phone** **Fax**
Email crussi@oxfordconsulting.com	**Email** ebrenner@compasscharterschools.com

EXHIBIT A: 2023 - 2024 RATES - see attached rate sheet

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Oxford Consulting Services

The CONTRACTOR CDS NUMBER:

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO:

Maximum Contract Amount: $550,000.00

Exhibit B

Certification of Criminal Background Clearance, Tuberculosis (TB) Clearance, and Credential Verification

This form is to be completed with respect to the Agreement between LEA and _____ [Oxford Consulting Services] ("Independent Contractor").

PLEASE CHECK ALL APPROPRIATE BOXES AND SIGN BELOW, provide to Compass Charter Schools the documentation for each therapist.

WAIVER JUSTIFICATION:

☐ A. The Independent Contractor and all of its employees qualify for a waiver of the Department of Justice (DOJ) fingerprint and criminal background clearance requirements for the following reason(s):

☐ The Independent Contractor and its employees will have NO CONTACT with pupils. (No school-site Services will be provided.)

☐ The Independent Contractor and its employees will have LIMITED CONTACT with pupils. (Attach information about length of time on school grounds; proximity of work area to pupil areas; whether the Independent Contractor's employees will be working by themselves or with others, and, if so, with whom; and any other factors that substantiate limited contact.)

☐ The Independent Contractor, which will be providing for construction, reconstruction, rehabilitation, or repair of a school facility where the employees of the Independent Contractor may have contact, other than limited contact, with pupils, shall ensure the safety of the pupils by one or more of the following methods:

Check all methods to be used:

☐ 1) Installation of a physical barrier at the worksite to limit contact with students.

☐ 2) Continual supervision and monitoring of all employees of the Independent Contractor by an employee of the Independent Contractor who has not been convicted of a serious of violent felony, a sex or controlled substance offense, or a crime involving moral turpitude as ascertained by the DOJ.

☐ 3) Surveillance of employees of the Independent Contractor by LEA personnel

☐ The Services provided by the Independent Contractor are for an "EMERGENCY OR EXCEPTIONAL SITUATION" ONLY, such as when pupil health or safety is immediately endangered or when emergency repairs are needed to make the school facilities safe and habitable.

By signing below, under penalty of perjury, I certify that the information contained on this certification form and the employee list(s) is accurate. I understand that it is the Independent Contractor's sole responsibility to maintain, update, and provide LEA with current and complete information along with the employee list, throughout the duration of Services provided by Independent Contractor.

Authorized Vendor Signature	Printed Name	Title	Date

4877-1522-2821, v. 1

Coversheet

Contract 2023/24 Partners in Special Education

Section: IX. Academic Services
Item: E. Contract 2023/24 Partners in Special Education
Purpose: Vote
Submitted by:
Related Material:
Partners in Special Education _ Compass NPA Master Contract 23_24.docx.pdf

NONPUBLIC SERVICES MASTER CONTRACT

General Agreement for Nonsectarian,
Nonpublic School and Agency Services

LEA: Compass Charter Schools

NPA X□ / NPS □: Partners in Special Education

Contract Year: 2023 / 2024

RECITALS

THIS AGREEMENT is made and entered into as of the [1] day of [July] [2023], and commencing on that same day of [July] [2023], by and Compass Charter Schools (hereinafter "Compass" or "LEA") and NPA (hereinafter "[Partners in Special Education]" or "CONTRACTOR"). Collectively, Compass or LEA and CONTRACTOR shall be referred to as the "Parties":

WHEREAS CONTRACTOR is a special education services company, performing related services and management, including Special Education administration and support, psychology services, counseling services, education specialists, instructional aides, speech therapy services, and other services as designated;

WHEREAS CONTRACTOR is a California certified non-public agency ("NPA");

WHEREAS, as of [July 1, 2023], Compass will be a member of the El Dorado SELPA ("SELPA") and deemed a local educational agency ("LEA") pursuant to Education Code § 47641(a) for the purposes of compliance with federal law and for eligibility for federal and state special education funds, and;

WHEREAS Compass wishes to contract with CONTRACTOR to provide special education services to Compass students on an "under arrangements" basis, and to establish a program for providing special education services to enrolled students;

WHEREAS CONTRACTOR possess the requisite license, training and experience to provide the services called for in this Agreement, and is prepared to assume the responsibility of providing selected special education services for Compass student(s); and

NOW, THEREFORE, in consideration of Compass paying to CONTRACTOR the compensation and CONTRACTOR performing the duties specified herein, it is mutually covenanted and agreed by and between the parties hereto as follows:

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. Master Contract

1.1 This Master Contract is entered into on [July 1, 2023] between COMPASS CHARTER SCHOOLS, hereafter referred to as the LOCAL EDUCATIONAL AGENCY ("LEA"), a member of the El Dorado Charter SELPA, and [Partners in Special Education], a nonpublic, nonsectarian school/agency, hereafter referred to as NPA or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq. It is understood that this Master Contract does not commit LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services for any student, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR on a student-by-student basis.

1.2 Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as "ISA"). The ISA shall specify CONTRACTOR's obligation to provide all or selected service(s) specified within the Student's IEP. The ISA shall be executed within ninety (90) days of a student's acceptance by the CONTRACTOR. LEA and CONTRACTOR shall enter into a separate ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to Student's IEPs and any other documentation and electronic database necessary to implement and document Student's ISA. The ISA shall require CONTRACTOR to maintain the confidentiality of the Student's educational records in accordance with the Families Educational Rights and Privacy Act of 2001 ("FERPA") (20 U.S.C. § 1232g) and this Master Contract.

1.3 Nonpublic School Placement Costs: LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the student's parent. Notwithstanding the foregoing, LEA shall be responsible for the costs associated with nonpublic school placement as specified in (a) an order directing placement made by the Office of Administrative Hearings (hereinafter referred to as "OAH"), (b) a lawfully executed agreement between LEA and parent, or (c) the authorization by LEA for a transfer student pursuant to California Education Code section 56325.

2. Certification and Licenses

2.1 CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification and licensure specified by CDE Certification, as defined in California Education Code, section 56366 *et seq*., and within the professional scope of practice of each provider's license, certification and/or credential. A current copy of CONTRACTOR's nonpublic school/agency certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Master Contract is executed by CONTRACTOR.

2.2 This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract.

2.3 Total student enrollment of the NPS operated by CONTRACTOR shall be limited to capacity as stated on CDE certification described in Section 2.1. Total student enrollment shall be limited to capacity as stated in Section 24 of this Master Contract.

2.4 In addition to meeting the certification requirements of the State of California, any program operated by CONTRACTOR outside of California shall be certified or licensed by the state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. § 1400 *et seq*.).

2.5 If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of California, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

2.6 With respect to CONTRACTOR's certification in Section 2.1, failure to notify the LEA and CDE of any changes in any of the following may result in the suspension or revocation of CDE certification and shall allow LEA to suspend or terminate this Master Contract at the discretion of the LEA:

2.6.1 credentialed/licensed staff;
2.6.2 ownership;
2.6.3 management and/or control of the agency;
2.6.4 major modification or relocation of facilities; or
2.6.5 significant modification of the program.

3. Compliance with Laws, Statutes, Regulations

3.1 During the term of this contract unless otherwise agreed, CONTRACTOR shall comply with the Individuals with Disabilities Education Act and all subsequent amendments and requirements and all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations relating facilities for individuals with exceptional needs, as well as all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations relating to the provision of special education and/or related services as set forth in federal and state special education laws and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR.

3.2 CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to, the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

3.3 CONTRACTOR acknowledges and agrees that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this reporting may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. Terms of Master Contract

4.1 The term of this Master Contract shall be from July 1, 2023 to June 30,2024 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract shall be re-negotiated prior to June 30, 2024. In the event the contract is not renegotiated by June 30th, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5 California Code of Regulations section 3062(d).) In the absence of a successor or interim contract, this Agreement shall expire at the end of the Term.

4.2 No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

4.3 The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. Integration/Continuance of Contract Following Expiration or Termination

5.1 This Master Contract governs the administration of each Individual Services Agreement ("ISA"), and each and every ISA is incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

5.2 CONTRACTOR shall provide the LEA with information as requested in writing to secure a new Master Contract or a renewal. At a minimum, such information shall include copies of teacher credentials and background clearance documentation, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to the LEA, no Master Contract will be issued.

5.3 If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety-day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2)).

5.4 In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA.

6. Individual Services Agreement

6.1 This Master Contract sets forth the basic terms under which LSA may approve an ISA for each student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for students with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed

ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students.

6.2 Any and all changes to a student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the student's IEP. At any time during the term of this Master Contract, a student's parent, CONTRACTOR, or LEA may request a review of a student's IEP subject to all procedural safeguards required by law.

6.3 The ISA shall specify which service(s) included in Student's IEP CONTRACTOR will provide. If CONTRACTOR is a NPS, CONTRACTOR will implement all special education and services identified in a Student's EIP unless agreed upon otherwise. In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within two (2) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to student as a result of lack of provision of services while student was served by the nonpublic school or agency.

6.4 Subject to CONTRACTOR's right to terminate this Master Contract or an ISA pursuant to Education Code section 56366, subdivision (a)(4) as set forth in Sections 6 and 14, if a parent contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall continue to serve the student pursuant to the student's ISA during the term of the Master Contract shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH. CONTRACTOR shall adhere to LEA decisions concerning changes in placement. Nothing herein shall be construed to mean that CONTRACTOR consents to the jurisdiction of OAH.

6.5 When it is necessary to extend services beyond the ISA ending date, a "stay-put" ISA will be executed within ten (10) school days of the ending date of the CONTRACTOR's last executed ISA.

6.5 CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

6.6 Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract are to be settled by the Dispute Resolution procedure set forth in Section 64.

7. DEFINITIONS

7.1 The following definitions shall apply for purposes of this contract:

a. The term "CONTRACTOR" means the nonpublic, nonsectarian school/agency identified in the first paragraph of this Master Contract, and its officers, agents and employees.

b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for nonpublic school/agencies. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for the administration of this Master Contract, unless otherwise specified in this Master Contract.

c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the California State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).

d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including but not limited to the standards contained in the California Business and Professions Code.

e. Nothing in the foregoing definition of "qualified" shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (r)).

f. The term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses, and which authorizes the bearer of the document to refer to himself or herself using a specified professional title and to provide certain professional services including but not limited to mental health and board and care services at a residential placement. If a license is not

available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).

g. "Parent" means a biological or adoptive parent, unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child, an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare, a surrogate parent, a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

h. The term "days" means calendar days unless otherwise specified.

i. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.

j. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.

k. It is understood that the term "Master Contract" also means "Agreement" and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

8.1 All notices provided for by this contract shall be in writing. Notices shall be mailed or emailed to the designated LEA representative and shall be effective as of the date of receipt by addressee.

8.2 All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of this Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. Maintenance of Records

9.1 All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract.

9.2 For purposes of this Master Contract, "records" shall include, but not be limited to all of the following:

9.2.1 student records as defined by California Education Code section 49061(b) including electronically stored information;
9.2.2 cost data records as set forth in Title 5 of the California Code of Regulations section 3061;
9.2.3 registers and roll books of teachers and/or daily service providers;
9.2.4 daily service logs and notes and other documents used to record the provision of related services including supervision;
9.2.5 daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required;
9.2.6 bus rosters;
9.2.7 staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination;
9.2.8 records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets;
9.2.9 transportation and other related services subcontracts;
9.2.10 school calendars;
9.2.11 bell/class schedules when applicable;
9.2.12 liability and worker's compensation insurance policies;
9.2.13 state nonpublic school and/or agency certifications by-laws;
9.2.14 lists of current board of directors/trustees, if incorporated;
9.2.15 statement of income and expenses;
9.2.16 general journals;
9.2.17 cash receipts and disbursement books;
9.2.18 general ledgers and supporting documents;
9.2.19 documents evidencing financial expenditures;
9.2.20 federal/state payroll quarterly reports; and
9.2.21 bank statements and canceled checks or facsimile thereof.

9.4 Positive proof of attendance is required.

9.5 CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the student's record. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors.

9.6 CONTRACTOR or LEA shall maintain copies of any written parental concerns granting or regarding access to student records. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations.

9.7 CONTRACTOR agrees, in the event of school or agency closure, to forward student records within five (5) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, and reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

9.10 Upon at least ten (10) calendar days' prior written notice of the date of an upcoming IEP meeting, CONTRACTOR shall provide the LEA with goal progress reports, service logs and any additional relevant data no less than three (3) school days prior to the IEP meeting.

9.11 All student records and financial invoices and documentation must include the specific Compass school name in addition to the student's personally identifiable information.

10. Severability Clause

If any provision of this agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

11. Successors in Interest

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

12. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this contract with venue in Los Angeles County.

13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. LEA shall require the party seeking such modification to provide the LEA and CONTRACTOR thirty (30) days' prior written notice of any such demand for changes or modifications and a copy of the statute or regulation upon which the modification or changes are based.

14. TERMINATION

14.1 This Master Contract or an Individual Service Agreement may be terminated for cause by either party. For the purposes of this Master Contract, "cause" is defined as breach, misfeasance, or other inappropriate action of the other party. The term "cause" does not include any action or failure to act of the Student identified in the ISA, or of the Student's Parent.

14.2 This Master Contract or an ISA may not be terminated based upon the availability of a public class initiated during the period of this Master Contract, unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. The cause may also not be due the action or failure to act of the Student identified in the ISA, or of the Student's Parent.

14.3 To terminate this Master Contract for cause either party shall give the other party twenty (20) days prior written notice (California Education Code section 56366(a)(4)). In instances where an issue occurs at the NPS that the LEA determines is an immediate threat to student health or safety or when or when there is documentation that CONTRACTOR has been unable to provide services required on IEP/ISA, LEA may terminate a student's ISA and/or reassign student to an alternative educational setting without providing 20 days' notice. At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract.

14.4 All ISAs shall be deemed void upon termination of this Master Contract, as provided in Section 5 or 6.

15. INSURANCE

15.1 CONTRACTOR shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof including but not limited to:

15.1.1 **General and Professional Liability.** General and professional liability insurance covering all activities of CONTRACTOR personnel during the executing of the obligations under this Agreement with coverage of not less than- One Million Dollars ($1,000,000) for any incident ,Two Million Dollars ($2,000,000) annual aggregate per incident, and Three Million Dollars ($3,000,000) excess liability policy for a maximum of Five Million Dollars ($5,000,000) per aggregate limit.

15.1.2 **Worker's Compensation**. Worker's compensation insurance covering each employee providing in-person Services to LEA hereunder; workers' compensation insurance shall comply with all applicable legal requirements.

15.2 CONTRACTOR agrees to provide LEA with a Certificate of Insurance naming LEA as an additional insured on such general and professional liability insurance policies. Policies will be furnished to LEA for review upon request. LEA shall not obtain workers' compensation insurance on behalf of CONTRACTOR or CONTRACTOR's employees.

15.3 If the CONTRACTOR is a NPS or Residential Treatment Center ("RTC"), additional insurance must be secured in accordance with law and standard practice as directed by LEA.

15.4 If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may propose an amendment to this Agreement to modify the insurance obligations.

15.5 SELF-INSURANCE: When the self-insurance retention for the CONTRACTOR is to be $100,000 or more, the CONTRACTOR shall submit, in writing, information on its proposed self- insurance program. The submission shall include:

- A complete description of the program, including types of risks, and limits of coverage

- The CONTRACTOR's latest financial statements
- Claims administration policy, practices, and procedures
- A disclosure of all captive insurance company and reinsurance agreements, including methods of computing costs.

Programs of self-insurance covering workers' compensation:

- An approved program of self-insurance must include coverage for any employer's liability not covered by commercial insurance.

For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

All Certificates of Insurance shall contain a reference to the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate.

If LEA or CONTRACTOR determines that changes in insurance coverage obligations under this section are necessary, either party may reopen negotiations to modify the insurance obligations.

16. INDEMNIFICATION AND HOLD HARMLESS

16.1 To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, or the performance of any ISA, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA shall have the right in their sole discretion to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

16.2 To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Officers, Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from

or arising out of this Master Contract or its performance, or the performance of any ISA, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

17. Independent Contract

17.1 Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

17.2 If the LEA is held to be a partner, joint venturer, co-principle, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

17.3 LEA and CONTRACTOR agree to the following rights consistent with an independent contractor relationship:

17.3.1 CONTRACTOR has the right to perform services for others during the term of this Agreement.

17.3.2 CONTRACTOR has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed to the extent the provision of CONTRACTOR's services are consistent with the responsibilities set forth in the ISA.

17.3.3 CONTRACTOR has the right to hire assistants or to use employees to provide the services required by this Agreement.

17.3.4 CONTRACTOR or CONTRACTOR's employees shall perform the services required by this Agreement; LEA shall not hire, supervise or pay any assistants to help CONTRACTOR.

17.3.5 Neither CONTRACTOR nor CONTRACTOR's employees shall receive any training from LEA in the skills necessary to perform the services required by this Agreement.

17.3.6 LEA shall not require CONTRACTOR or CONTRACTOR's employees to devote full time to performing the services required by this Agreement.

17.3.7 Neither CONTRACTOR nor CONTRACTOR's employees are eligible to participate in any employee pension, health, vacation pay, sick pay or other fringe benefit plan of LEA.

18. SUBCONTRACTING

CONTRACTOR shall not subcontract duties assigned to CONTRACTOR pursuant to this Agreement or any ISA.

19. CONFLICTS OF INTEREST

19.1 CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated.

19.2 CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

19.3 Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR.

19.4 To avoid conflict of interest, and in order to ensure the independence and appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the LEA agrees to fund.

19.5 Only when no other appropriate assessor is available, LEA may request, and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

19.6 In the event that CONTRACTOR is a Nonpublic Agency, CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who was an employee of LEA within the three hundred and sixty five (365) days prior to executing this contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

19.7 CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

20. Non-Discrimination

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

EDUCATIONAL PROGRAM

21. Free and Appropriate Public Education (FAPE)

21.1 LEA shall provide CONTRACTOR with a copy of the IEP including all relevant attachments of each student served by CONTRACTOR. CONTRACTOR shall provide to each student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the student's IEP and as specified in the ISA.

21.2 CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student's IEP and ISA.

21.3 Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for students, as specified in the student's IEP and ISA.

CONTRACTOR shall impose no fee or charge of any kind to parents for special education and/or related services as specified in the student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Master Contract).

21.4 LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the nonpublic school. CONTRACTOR shall provide school site-based training for student, teacher, support staff and parent on the use of the device. CONTRACTOR shall return device to LEA, as per issuance procedures, within two (2) working days of student termination or ceasing to qualify for device. CONTRACTOR shall file or attempt to file police reports for missing/lost/stolen device(s), providing documentation of attempt, and coordinate the provision of any police report number to LEA within five (5) working days of becoming aware of loss. The equipment remains the property of the LEA and shall be returned to the LEA when the IEP team determines the equipment is no longer needed.

21.5 CONTRACTOR shall be solely responsible for ensuring that facilities are adequate to provide LEA students with an environment which meets all state and local health and safety regulations and guidance.

21.6 CONTRACTOR may only charge a student's parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

21.7 Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student's receipt of special education and/or related services as specified in the student's IEP and ISA unless the LEA, CONTRACTOR, and PARENT agree otherwise in writing.

22. General Program of Instruction

22.1 All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 et seq., and shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations.

22.2 When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall:

22.2.1 utilize evidence-based practices and predictors and be consistent with LEA's standards regarding the particular course of study and curriculum;

22.2.2 include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services;

22.2.3 be consistent with CDE's standards regarding the particular course of study and curriculum;

22.2.4 provide the services as specified in the student's IEP and ISA.

22.3 Students shall have access to:

22.3.1 State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the nonpublic school:

22.3.2 college preparation courses;

22.3.3 extracurricular activities, such as art, sports, music and academic clubs;

22.3.4 career preparation and vocational training, consistent with transition plans pursuant to state and federal law; and

22.3.5 supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

22.4 When CONTRACTOR serves students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements.

22.5 CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

22.6 When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA.

22.7 The nonpublic agency providing Behavior Intervention services shall develop a written plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA.

22.8 School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team.

22.9 Any services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present.

22.10 Section 22.9 shall not apply to services provided by a CONTRACTOR that is a licensed children's institution or to the provision of emergency services, provided CONTRACTOR has a written authorization signed by the parent or legal guardian to authorize emergency services as requested. Licensed Children's Institution ("LCI") CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract.

22.11 CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

22.12 When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

23. Instructional Minutes

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at leazst equivalent to the minimum instructional time requirements for Charter Schools in the state of California and shall be specified in the student's ISA developed in accordance with the student's IEP.

24. Class Size

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one (1) teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing.

25. Calendars

25.1 When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days not to exceed one hundred and eighty (180) days, plus extended school year billable days equivalent to the number of days determined by the LEA's extended school year calendar.

25.2 Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for

each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall require or be interpreted to require the LEA to accept any requests for calendar changes.

25.3 Unless otherwise specified by the students' IEP, educational services shall occur at the CONTRACTOR's facility or in Student's home. A student shall only be eligible for extended school year services if such are included in his/her IEP and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

25.4 Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when LEA's school program is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic school service. Any instructional days provided before the execution of this Agreement shall be at the sole financial responsibility of the CONTRACTOR.

25.5 LEA shall provide a school calendar to CONTRACTOR prior to the initiation of services. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA is in session. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment.

26. Data Reporting

26.1 CONTRACTOR shall provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall provide all data related to any and all sections of this Agreement and requested by and in the format required by the LEA.

26.2 It is understood that all nonpublic school and agencies shall utilize the LEA approved electronic IEP system, Special Education Information System ("SEIS") for all IEP development and progress reporting, unless otherwise agreed to by the LEA. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

26.3 The LEA shall provide the CONTRACTOR with approved forms and/or format for such data including, but not limited to, invoicing, attendance reports and progress

reports. The LEA may approve use of CONTRACTOR'S forms in LEA's sole discretion.

26.4 All data reporting and documentation must include the specific Compass school name in addition to the student's personally identifiable information.

27. STATEWIDE ACHIEVEMENT TESTING

27.1 When CONTRACTOR is a nonpublic school, per implementation of Senate Bill 484, CONTRACTOR shall administer all Statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, the English Language Proficiency Assessments for California ("ELPAC"), as appropriate to the student, and mandated by LEA pursuant to LEA requirements and state and federal guidelines.

27.2 CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. CONTRACTOR shall provide test administration by CONTRACTOR'S qualified staff in accordance with LEA test administration protocols. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

28. MANDATED ATTENDANCE AT LEA MEETINGS

28.1 CONTRACTOR shall attend LEA mandated meetings (via teleconference) when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, and standardized testing and IEPs.

28.2 LEA shall provide CONTRACTOR with reasonable notice of mandated meetings.

28.3 Attendance at such mandated meetings does not constitute a billable service hour(s).

29. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

29.1 CONTRACTOR shall comply with the requirements of Education Code section 56521.1 and 56521.2, federal law and regulation, and LEA policy regarding

Student behavior and discipline. This includes, but is not limited to, the completion of Behavior Emergency Reports, emergency interventions, implementation of Behavior Intervention Plans, parental notice and prohibitions against restraint and seclusion.

29.2 In the event of a pupil-involved incident for which law enforcement was contacted, CONTRACTOR shall notify CDE and the LEA of the incident, in writing, no later than one business day after the incident occurred.

29.3 CONTRACTOR shall document the training of staff who will have contact or interaction with pupils during the school day in the use of evidence-based practices and interventions specific to the unique needs of the CONTRACTOR's population. This training shall be provided within thirty (30) days of employment to new staff and annually to all staff who have any contact or interaction with pupils during the school day. The structure and content of the training shall comply with the requirements set forth in AB 1172. LEA shall annually verify that CONTRACTOR has completed this training and report to CDE that the LEA has completed this verification.

29.4 Effective January 1, 2020, CONTRACTOR shall notify CDE and the LEA of any pupil-involved incident at the NPS/NPA in which law enforcement was contacted. This notification shall be provided in writing, no later than one business day after the incident occurred. Education Code § 56366.1(i)(2).

29.5 Effective January 1, 2020, to be certified by CDE, a NPS serving pupils with significant behavioral needs or who have a Behavioral Intervention Plan ("BIP"), the NPS must have an individual onsite during school hours who is qualified, and responsible for the design, planning, and implementation of behavioral interventions, as authorized under Section 3051.23 of Title 5 of the California Code of Regulations. Education Code § 56366.10.

30. STUDENT DISCIPLINE

30.1 CONTRACTOR shall maintain and abide by LEA's policy for student discipline.

30.2 CONTRACTOR shall not unilaterally suspend or recommend for expulsion any student without prior communication with and agreement of the LEA and pursuant to all procedures within the LEA's suspension/expulsion policy.

30.3 CONTRACTOR may not terminate this Agreement due to Student's behavior unless Parent is in agreement otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

31. IEP Team Meetings

31.1 An IEP team meeting shall be convened at least annually to evaluate:

31.1.1 the educational progress of each student served by CONTRACTOR;
31.1.2 whether or not the needs of the student continue to be best met by CONTRACTOR; and
31.1.3 whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii)) and pursuant to California Education Code section 56345 (b) (4).)

31.2 Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed.

31.3 At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. It is understood that CONTRACTOR will join any meetings by teleconference or videoconference unless otherwise mandated by a Student's IEP, judicial order, or settlement agreement.

31.4 CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

31.5 It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The SELPA shall provide training for any NPS and NPA to assure access to the approved system. The NPS and/or NPA shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student is no longer receiving services from CONTRACTOR, the NPS/NPA shall discontinue use of the approved system for that student.

31.6 Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's

placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

32. Surrogate Parents and Foster Youth

32.1 LEA shall comply with state and federal laws and regulations and LEA policies and procedures regarding surrogate parent assignments. CONTRACTOR shall comply with LEA surrogate parent assignments.

32.2 Per California Education Code sections 51225.1 and 51225.3, students who are homeless, in foster care, a former juvenile court school pupil, children of military families, migratory students, or a pupil participating in a newcomer program, as defined in section 51225.2, who transfer schools after their second year of high school and who cannot reasonably complete all LEA graduation requirements in four (4) years may be eligible to graduate by completing the minimum state graduation requirements per AB 216/167. Within five (5) days of contact by CONTRACTOR, the LEA will determine student eligibility for AB 216/167. CONTRACTOR will award partial or full credits to this student population for all work satisfactorily completed while in attendance at the nonpublic school. Once eligibility is established, the LEA will provide CONTRACTOR with AB 216 Notification Letter to review with the student and educational rights holder ("ERH"). CONTRACTOR will forward a copy of the signed AB 216 Notification Letter, indicating acceptance, rejection, or deferral of the exemption, to the LEA immediately upon completion for further handling.. LEA shall comply with its Foster and Homeless Youth policies and state and federal law.

33. Due Process Proceedings

33.1 CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency.

33.2 Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

34. Complaint Procedures

34.1 CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and

providing parents of students with appropriate information (including complaint forms) for the following:

34.1.1 Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.;

34.1.2 Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a);

34.1.3 Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c);

34.1.4 Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and

34.1.5 Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA").

34.3 CONTRACTOR shall provide written verification of the implementation of these procedures to the LEA.

34.2 Upon receipt of any complaint regarding an LEA student, CONTRACTOR shall notify the LEA within two (2) business days.

34.3 CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency.

34.4 CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all non-privileged reports generated as a result of an investigation.

35. Student Progress Reports/Report Cards and Assessments

35.1 CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards annually and at least three (3) school days prior to any IEP meeting when LEA notifies CONTRACTOR at least ten (10) calendar days prior to the IEP meeting. At a minimum, progress reports shall include progress over time towards IEP goals and objectives.

35.2 A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s).

35.3 The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress

on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted in the discretion of the LEA.

35.4 CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices.

35.5 CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the annual or triennial review IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

35.6 CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

35.7 CONTRACTOR acknowledges and agrees that all billable hours must be in direct services to pupils as specified in the ISA. For Nonpublic Agency services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

35.8 CONTRACTOR shall not charge the student's parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, interviews, and/or meetings. The Parties agree that all billable hours shall be limited as specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

36. TRANSCRIPTS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for LEA students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms LEA for

evaluation of progress toward completion of diploma requirements as specified in LEA's Charter.

37. Student Change of Residence

37.1 Within five (5) school days after CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA of the student's change of residence as specified in LEA Procedures.

37.2 If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in Section 37.1, LEA shall not be responsible for the costs of services delivered after the student's change of residence.

38. Withdrawal of Student from Program

38.1 CONTRACTOR shall immediately report electronically and in writing to the LEA within two (2) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and student's discharge against professional advice from a Nonpublic Schools/Residential Treatment Center ("NPS/RTC").

39. Parent Access

39.1 CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters.

39.2 CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

39.3 CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance.

39.4 CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel- related expenses shall be made directly through the LEA.

39.5 CONTRACTOR providing services in the student's home as specified in the IEP shall assure that at least one parent of the child, or an adult caregiver with written

and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations.

39.6 CONTRACTOR shall require the parent to inform the LEA of any changes of caregivers and provide written authorization for care in an emergency situation. CONTRACTOR agrees that any employee or volunteer associated with the NPS/NPA service provider cannot be as an adult caregiver.

39.7 For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent (or LEA-approved responsible adult) is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written, shall also be provided to the LEA.

40. Services and Supervision and Professional Conduct

CONTRACTOR is expected to provide all services at CONTRACTOR's facility or at another location as determined with Student and Parents. CONTRACTORS are not able to provide services at an LEA School Site.

41. Licensed Children's Institution ("LCI") Contractors and Residential Treatment Center ("RTC") Contractors

41.1 If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1(b), AB 1858 (2004), AB 490 (Chapter 862, Statutes of 2003), AB 1261 (2005), AB 1166 Chapter 171 (2015), AB 167 Chapter 224 (2010), AB 216 Chapter 324 (2013), AB 379 Chapter 772 (2015), AB 1012 Chapter 703 (2015), and the procedures set forth in the LEA Procedures.

41.2 An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

41.3 If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1412(a)(1)(A) and Education Code section 56000, et seq.; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), 20 U.S.C. section 1401(29); Education Code section 56031; Cal. Code Regs., Title 5, section 3001 et seq., Cal. Code Regs., Title 2, section 60100 et seq. regarding the provision of counseling

services, including residential care for students to receive a FAPE as set forth in the LEA student's IEPs.

41.4 If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all LEA students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment.

41.5 LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights. The foregoing limitation shall not apply, and LEA shall be responsible for the costs associated with non-school placement, as specified in an OAH order or a lawfully executed agreement between LEA and parent,

41.6 In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

42. State Meal Mandate

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

43. Monitoring

43.1 CONTRACTOR shall allow LEA representatives access to its facilities or virtual programming for periodic monitoring of each student's instructional program. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR, and review each student's records and progress. Such access shall include unannounced monitoring visits as determined in LEA's sole discretion. CONTRACTOR shall be invited to participate in the review of each student's progress.

43.2 If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

43.3 The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (a) CONTRACTOR shall complete a self-review in year one; (b) the Superintendent shall conduct an onsite review in year two; and (c) the Superintendent shall conduct a follow-up visit in year three.

43.4 CONTRACTOR shall participate in any LEA and CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the nonpublic school, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall diligently conduct any follow-up or corrective action procedures related to review findings.

43.5 CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, the following:

43.5.1 a review of core compliance areas of health and safety;
43.5.2 curriculum/instruction;
43.5.3 related services; and
43.5.4 contractual, legal, and procedural compliance.

43.6 When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

43.7 If the LEA does not have any pupils enrolled at or receiving services through CONTRACTOR at the time of this Agreement, the LEA shall conduct the following:

43.7.1 An onsite visit to the NPS/NPA before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.[12]

43.7.2 At least one onsite monitoring visit during each school year to the CONTRACTOR at which the LEA has a pupil attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to:

43.7.2.A A review of services provided to the pupil through the individual service agreement between the LEA and CONTRACTOR;

43.7.2.B A review of progress the pupil is making toward the goals set forth in the pupil's Individualized Education Program ("IEP");

43.7.2.C A review of progress the pupil is making toward the goals set forth in the pupil's BIP if the pupil has a BIP;

43.7.2.D An observation of the pupil during instruction; and

43.7.2.E A walkthrough of the facility.

43.7.3 The LEA shall report the findings resulting from the monitoring visit to CDE within 60 calendar days of the onsite visit.

44. Inability to Provide In-Person Services Due to Emergency Circumstances

In the event CONTRACTOR is unable to fulfill its duty to provide in-person services as required by the ISA and/or the LEA student's IEP for more than ten (10) school days, CONTRACTOR agrees to provide virtual services to the greatest extent possible. If CONTRACTOR is unable or unwilling to provide virtual services, CONTRACTOR agrees to provide compensatory services equal to the amount of services missed due to the emergency circumstance. CONTRACTOR agrees that all decisions regarding whether in-person services may be provided shall be in accordance with state and local legislation and guidance from the CDE and California Department of Public Health ("CDPH"), as applicable.

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45. Clearance Requirements

45.1 CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1, including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") for CONTRACTOR's employees, volunteers, subcontractors, transportation providers (i.e., bus, van taxi drivers), or any person with regular student contact employed directly or indirectly by it prior to service with any LEA student. CONTRACTOR hereby agrees that CONTRACTOR's employees, volunteers, subcontractors or any person employed directly or indirectly by it, or any regular outside service provider (such as Department of Probation, Department of Children and Family Services, and/or Los Angeles County Department of Children's Services), shall not come in contact with LEA students until CDOJ clearance and subsequent arrest notification are obtained and confirmed by the CONTRACTOR. . CONTRACTOR shall certify in writing to LEA that none of its employees, volunteers, subcontractors or any person employed directly or indirectly by it who may come into contact with LEA students have been convicted of a violent

or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Clearance certification for those providers who provide or supervise services billed to the LEA shall be provided electronically to the LEA within forty-eight (48) hours of account execution. CONTRACTOR shall submit to LEA a "Staff List and Clearance Form" for all CONTRACTOR's employees, volunteers, subcontractors, transportation providers (i.e., bus, van, or taxi drivers), or any person with regular student contact employed directly or indirectly. CONTRACTOR shall provide an updated "Staff List and Clearance Form" whenever there is a change in personnel covered by the document. In addition, notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA and State Superintendent of Instruction evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the CONTRACTOR. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Proof of subsequent arrest notification, as required by California Penal Code section 11105.2, for all staff shall be provided upon request.

45.2 Any CONTRACTOR that operates a program outside of this State shall also comply with the legal requirements of the applicable State where the program is located for mandated background checks and clearance requirements in order to have direct contact with children.

45.3 Per California Health and Safety Code section 1596.7995, CONTRACTORS shall not allow a person to be employed or volunteer at a day care center, preschool, or extended day facility, who has not been immunized against influenza, pertussis, and measles. Each employee and volunteer shall obtain an influenza vaccination between August 1 and December 1 of each year. A person is exempt from this requirement of this section only if the person submits a written declaration that he or she had declined the Influenza vaccination.

46. STAFF QUALIFICATIONS

46.1 CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and

Title 5 of the California Code of Regulations sections 3001(y), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

46.2 CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 et seq. and 45350 et seq.

46.3 In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

47. Verification of Licenses, Credentials and Other Documents

47.1 Upon request, CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools where parents of Students are domiciled.

47.2 CONTRACTOR shall notify LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to students as specified in the LEA Procedures.

47.3 The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

48. Staff Absence and Tardiness

48.1 When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a

qualified (as defined in this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers.

48.2 LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make-up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

48.3 CONTRACTOR agrees to maintain and enforce a policy requiring CONTRACTOR's employees to report for duty on time, and employees with repeated tardiness shall be subject to discipline by CONTRACTOR. CONTRACTOR agrees that LEA shall have the right to refuse to work with any employee of CONTRACTOR whose repeated tardiness negatively impacts LEA, and in such event CONTRACTOR shall provide a replacement employee who can perform the services on a consistently timely basis.

49. Staff Professional Behavior When Providing Services At School Facility and/or in the Home

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in LEA Board policies and/or regulations when made available to the CONTRACTOR.

HEALTH AND SAFETY MANDATES

50. Health and Safety

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. Without limiting the foregoing, CONTRACTOR agrees to maintain and enforce appropriate health and safety protocols in an Infection Control Plan for COVID-19, or its equivalent, as required by applicable state and local health orders.

51. Facilities and Facilities Modifications

51.1 CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to:

51.1.1 illness prevention;

51.1.2 access by disabled persons;

51.1.3 fire, health, sanitation, and building standards and safety features and equipment;
51.1.4 fire alarm and suppression systems;
51.1.5 zoning permits; and
51.1.6 occupancy capacity.

51.2 When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances.

51.3 Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

52. Administration of Medication

52.1 CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement.

52.2 CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication.

52.3 CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

53. Incident/Accident Reporting

Within 24 hours, CONTRACTOR shall submit any accident or incident report to the LEA via email or other electronic means of communication specified by LEA for that purpose. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures. CONTRACTOR shall

electronically report, using LEA platform, any time CONTRACTOR determines that a LEA pupil has committed an act as defined in Education Code sections 48900 et seq., regardless of whether the act results in a disciplinary action of suspension or expulsion.

54. Child Abuse Reporting

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, regarding child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), CONTRACTOR agrees to maintain the confidentiality of reports as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

55. Sexual Harassment

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy shall include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

56. Reporting of Missing Children

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

57. Enrollment, Contracting, Service Tracing, Attendance Reporting, and Billing Procedures

57.1 CONTRACTOR shall assure that the school or agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to properly implement the IEP and ISA for each and every student.

57.2 CONTRACTOR shall comply with applicable laws and regulations governing enrollment, contracting, attendance reporting, service tracking and billing. Service tracking documentation shall be completed within five (5) school days of the scheduled event and service tracking session notes shall meet LEA standards for documenting services (i.e., listed on student's current IEP; relevant to the IEP goal; includes a brief description of the activity and an outcome statement; includes an objective measure of the student's progress toward the IEP goal and/or a reflection by the provider that is demonstrative of professional judgment specific to his/her own discipline; is consistent with professional standards established for each discipline.

57.3 CONTRACTOR agrees that billing shall conform to the requirements of electronic billing as specified by the LEA Procedures. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

57.4 CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

57.5 CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA in the LEA Procedures. At a minimum, each invoice must contain the following information:

- 57.5.1 month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA;
- 57.5.2 name of staff who provided the service;
- 57.5.3 approved cost of each invoice;
- 57.5.4 total for each service and total for the monthly invoice;
- 57.5.5 date invoice was mailed;
- 57.5.6 signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification;

57.5.7 verification that attendance report is attached as appropriate;
57.5.8 indication of any made-up session consistent with this contract;
57.5.9 verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and
57.5.10 name or initials of each student for when the service was provided.

57.6 In the event services were not provided, CONTRACTOR shall explain to LEA in writing why the services were not provided.

57.7 Each invoice is subject to all conditions of this contract. At the discretion of the LEA, LEA may require CONTRACTOR to submit an electronic invoice for services, provided LEA has given CONTRACTOR reasonable advance written notice. .

57.8 Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty- five (45) days of LEA's receipt of properly submitted copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA.

57.9 As needed, CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

57.10 In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond the following December 31st. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year.

57.11 CONTRACTOR shall pay all income taxes and FICA (Social Security and Medicare taxes) incurred while performing services under this Agreement. If CONTRACTOR is required to pay any federal, state or local sales, use, property, or value added taxes based on the services provided under this Agreement, the taxes shall be separately billed to LEA. CONTRACTOR shall not pay any interest or penalties incurred due to late payment or nonpayment of any taxes by LEA. LEA will not
57.11.1 withhold FICA from CONTRACTOR's payments or make FICA payments on CONTRACTOR's behalf;

57.11.2 make state or federal unemployment compensation contributions on CONTRACTOR's behalf;
57.11.3 withhold state or federal income tax from CONTRACTOR's payments; or
57.11.4 pay or reimburse mileage for NPA employee.

57.12 All financial invoices and documentation must include the specific Compass school name in addition to the student's personally identifiable information.

58. RIGHT TO WITHHOLD PAYMENT

58.1 LEA may withhold payment to CONTRACTOR or require CONTRACTOR to return excess funds already paid under the following circumstances:

58.1.1 CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract;
58.1.2 CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services;
58.1.3 CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records;
58.1.4 CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2);
58.1.5 education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified;
58.1.6 LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program;
58.1.7 CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA within five (5) days of such confirmation;
58.1.8 CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student.
58.1.9 Students served in service tracking groups when group size exceeds allowable the group size limits as stipulated within this contract and/or the rate page "Exhibit A";
58.1.10 Service tracking documentation does not meet professional standards as described in this contract; or
58.1.11 The invoice costs of all outstanding assistive technology devices that are due to have been returned but have not been returned, or for which a police report has not been filed or lacking documented attempt to be filed, at the close of each semester, as described in this contract, will be recouped from the CONTRACTOR in a subsequent invoice.

58.2 CONTRACTOR agrees that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

58.3 Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations in Article 57 of this Agreement. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days of CONTRACTOR's final invoice. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

58.4 The amount which may be withheld by LEA or returned by CONTRACTOR with respect to Section 58.1 are as follows:

58.4.1 the value of the service CONTRACTOR failed to perform;

58.4.2 the amount of overpayment;

58.4.3 the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR;

58.4.4 the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified;

58.4.5 the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or

58.4.6 the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

LEA may withhold or deny payment of any costs submitted to LEA on the basis of CONTRACTOR's failure to provide documentation of required training as set forth in this Master Contract or CONTRACTOR's failure to deliver required services and/or from missing/incomplete or improper documentation of such services.

In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA (with the exception of parent or student refusal), the CONTRACTOR shall notify the LEA in writing within ten (10) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to student as a result of lack of provision of services by CONTRACTOR

while student was served by the nonpublic school or agency, regardless of whether awarded to student through a Charter IEP, due process agreement, or CDE Required Corrective Action. LEA shall compensate CONTRACTOR for the compensatory service hours at the rates specified by the current contract unless billed for previously or included in a bundled rate.

58.5 If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. If LEA determines, in LEA's sole discretion, that CONTRACTOR's written request shows good cause for an extension, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

58.6 If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that payment will be made, or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

58.7 After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

58.8 After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning disputes under this section shall be subject to dispute resolution in accordance with Section 64.

59. Payment From Outside Agencies

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation

regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students.

60. PAYMENT FOR ABSENCES

60.1 STAFF ABSENCE

60.1.1 Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher. CONTRACTOR may not provide coverage for an absent teacher by combining two classes when doing so would violate the maximum student to staff ratios defined in Section 24.

60.1.2 Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

60.2 STUDENT ABSENCE

60.2.1 If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day or fifth (5^{th}) consecutive day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence as specified in the LEA Procedures.

60.2.2 Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on

which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

60.2.3 NON PUBLIC AGENCY NO SHOW OR LATE ARRIVAL POLICY: Unless the student provides timely notice, if the student fails to show for or is late to his/her scheduled appointment, CONTRACTOR will note appointment and arrival time (as applicable) and that the student did not attend or was late.

60.2.4 For sessions, LEA will pay fifty percent (50%) of the virtual sessions rate for a student who does not attend or who is late to his/her session provided the student or LEA failed to provide timely notice to CONTRACTOR.

60.2.5 If a student does not show or arrives late, CONTRACTOR provide notice to the LEA contemporaneously with the missed session. CONTRACTOR will additionally submit an invoice for those sessions and provide written proof the student did not show or arrived late, along with including documented attempts to contact the family or student. There must be contact attempts documented in the therapy notes section.

61. Inspection and Audit

61.1 The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

61.2 CONTRACTOR shall provide access to LEA to all records including, but not limited to:

- 61.2.1 student records as defined by California Education Code section 49061(b) including electronically stored information; cost data and fiscal records as set forth in Title 5 of the California Code of Regulations section 3061;
- 61.2.2 registers and roll books of teachers and/or daily service providers; daily service logs and notes used to record the provision of related services including supervision; daily service logs and notes or other documents used to record the provision of related services;
- 61.2.3 Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors;
- 61.2.4 absence verification records (parent/doctor notes, telephone logs, and related documents);
- 61.2.5 bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, dates of hire, and dates of termination; records of employee training and certification;

61.2.6 staff time sheets;
61.2.7 non-paid staff and volunteer sign-in sheets;
61.2.8 transportation and other related service subcontracts;
61.2.9 school calendars; bell/class schedules when applicable;
61.2.10 liability and worker's compensation insurance policies;
61.2.11 state nonpublic school and/or agency certifications;
61.2.12 by-laws; lists of current board of directors/trustees, if incorporated;
61.2.13 other documents evidencing financial expenditures related to LEA students;
61.2.14 federal/state payroll quarterly reports Form 941/DE3DP;
61.2.15 bank statements and canceled checks or facsimile thereof; and
61.2.16 all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

61.3 Access to records in this Article 61 shall include unannounced inspections by LEA.

61.4 CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

61.5 On no occasion shall CONTRACTOR impose additional requirements (e.g. Parent consent, release of information) for the provision of records concerning a Student who is being served or had been served by CONTRACTOR pursuant to an ISA.

61.6 CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

61.7 If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand.

61.8 Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing

and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

62. Rate Schedule

62.1 The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as noted in California Education Code Section 46200-46208.

62.2 Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

63. Debarment Certification

By signing this Agreement, the CONTRACTOR certifies that:

(a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

64. Dispute Resolution

64.1 The parties shall endeavor to resolve their disputes by an informal meet and confer process not to exceed fourteen (14) days. Any disputes not resolved by such an

informal meet and confer process shall be submitted to binding arbitration which, unless the parties mutually agree otherwise, shall be conducted in the venue specified in Section 12. A demand for arbitration shall be made in writing, delivered to the other party to the Master Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all claims then known to that party on which arbitration is permitted to be demanded.

64.2 A demand for arbitration shall be made no later than the date when the institution of legal or equitable proceedings based on a claim between the parties would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim.

64.3 The arbitration hearing shall be conducted before a single arbitrator having at least ten (10) years' experience with special education law. The parties may conduct discovery, and the arbitrator may make orders regarding such discovery, as permitted by California Code of Civil Procedure section 1283.05. The arbitrator shall apply California substantive law to the claims in dispute, and shall utilize the California JAMS procedure and rules with respect to the presentation, receipt and admissibility of evidence at the arbitration hearing. An award may be entered against a party who fails to appear at a duly-noticed hearing. The arbitrator shall prepare in writing and provide to the parties an award including factual findings and the reasons on which the arbitrator's decision is based.

64.4 The decision of the arbitrator may be entered and enforced as a final judgment in any court of competent jurisdiction. The arbitrator shall not have the power to commit errors of law or legal reasoning or to award punitive damages, and the award may be vacated or corrected for any such error on a petition to vacate or correct the award brought under California Code of Civil Procedure section 1285, et seq. The ruling of the superior court regarding such petition shall be final, and no further appeal may be filed by either party. The provisions of the Federal Arbitration Act (9 U.S.C. § 1 et seq.) do not apply to this Master Contract or to this agreement to arbitrate.

64.5 The prevailing party in any action, arbitration or other proceeding shall be entitled to recover its reasonable attorney's fees and costs of suit from the other party.

65. CONFIDENTIALITY

65.1 CONTRACTOR acknowledges that during the engagement it will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by LEA and/or used by LEA in connection with the operation of its business including, without limitation, LEA's business and product processes, methods, pupil/personnel record information, accounts and procedures. All information regarding students of LEA will remain confidential to

CONTRACTOR unless a separate, specific, properly executed consent (including permission from LEA's student and his or her parent) for the release of information is obtained prior to such release. Any information regarding student(s) received by LEA's personnel or CONTRACTOR providing services pursuant to this Agreement shall remain confidential and shall not be communicated to any person or entity other than appropriate LEA personnel.

65.2 CONTRACTOR assigns to LEA all patent, copyright and trade secret rights in anything created or developed by CONTRACTOR for LEA under this Agreement. This assignment is conditioned upon full payment of the compensation due CONTRACTOR under this Agreement. CONTRACTOR shall help prepare any documents LEA considers necessary to secure any copyright, patent, or other intellectual property rights at no charge to LEA. CONTRACTOR agrees to honor the proprietary information of LEA and shall not disclose or circumvent such proprietary information now or in the future. Upon the conclusion of this Agreement, CONTRACTOR shall return all records, files, contacts and other proprietary information of LEA to LEA. However, LEA shall reimburse CONTRACTOR for all reasonable actual expenses necessary to carry out the terms of this Section.

The Parties hereto have executed this Contract by and through their duly authorized agents or representatives. The Parties agree that this contract may be executed by electronic signature or secure program (e.g. Adobe Esign.)This contract is effective on the [1] day of [July] [2023] and terminates at 5:00 p.m. on June 30, [2024], unless sooner terminated as provided herein.

CONTRACTOR

Partners in Special Education
Nonpublic School/Agency

By: _____
Signature

_____
Date

Carol Mispagel
Name and Title of Authorized Representative

LEA

Compass Charter Schools

By: _____
Signature

_____
Date

Elizabeth Brenner
Name and Title of Authorized Representative

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Notices to CONTRACTOR shall be addressed to:	**Notices to LEA shall be addressed to:**
Carol Mispagel	Elizabeth Brenner
Name and Title Partners in Special Education	**Name and Title** Compass Charter Schools
Nonpublic School/Agency/Related Service Provider 320 N. Halstead	**LEA** 805 Hampshire Rd, Suite P
Address Pasadena, CA 91107	**Address** Thousand Oaks CA 01361
City **State** **Zip** 661-965-8459	**City** **State** **Zip** 855-937-422 7
Phone **Fax**	**Phone** **Fax**
Email cmispagel@partnersped.com	**Email** ebrenner@compasscharters.org

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EXHIBIT A: 2023 - 2024 RATES - see attached rate schedule

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Partners in Special Education

The CONTRACTOR CDS NUMBER:

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO:

Maximum Contract Amount: $ 600,000.00

Exhibit B

Certification of Criminal Background Clearance, Tuberculosis (TB) Clearance, and Credential Verification

This form is to be completed with respect to the Agreement between LEA and [Partners in Special Education] ("Independent Contractor").

PLEASE CHECK ALL APPROPRIATE BOXES AND SIGN BELOW. OR provide to Compass Charter Schools the documentation for each therapist.

CLEARANCE AND CREDENTIAL REQUIREMENTS SATISFIED:

☐ A. The Independent Contractor hereby certifies to LEA that it has completed the criminal background check required by law and has determined that none of its employees who may come into contact with LEA students has been convicted of a violent felony listed in Penal Code Section 667.5(c), a serious felony listed in Penal Code Section 1192.7(c), a sex offense listed in Education Code Section 44010, a controlled substance offense listed in Education Code Section 44011, a crime involving moral turpitude (e.g., embezzlement, perjury, fraud, etc.), or any offense which may make the employee unsuitable/undesirable to work around students. The Independent Contractor shall also request and receive subsequent arrest notifications for all such employees from the California Department of Justice to ensure ongoing safety of students.

☐ B. The Independent Contractor hereby certifies to LEA that it has required and verified that all employees who may have frequent or prolonged contact with students have undergone a risk assessment and/or been examined and determined to be free of active tuberculosis. The Independent Contractor requires all new employees to provide the Independent Contractor with a certificate of tuberculosis clearance dated within the sixty (60) days prior to initial employment. The Independent Contractor maintains current TB clearances for all such employees.

☐ C. The Independent Contractor hereby certifies to LEA that it has required and verified that all of the Independent Contractor's employees whose assignment at LEA requires a teaching or substitute credential or license holds a current, valid credential or license appropriate for the assignment as required by Education Code Section 47605(*l*).

WAIVER JUSTIFICATION:

☐ D. The Independent Contractor and all of its employees qualify for a waiver of the Department of Justice (DOJ) fingerprint and criminal background clearance requirements for the following reason(s):

☐ The Independent Contractor and its employees will have NO CONTACT with pupils. (No school-site Services will be provided.)

☐ The Independent Contractor and its employees will have LIMITED CONTACT with pupils. (Attach information about length of time on school grounds; proximity of work area to pupil areas; whether the Independent Contractor's employees will be working by themselves or with others, and, if so, with whom; and any other factors that substantiate limited contact.)

☐ The Independent Contractor, which will be providing for construction, reconstruction, rehabilitation, or repair of a school facility where the employees of the Independent Contractor may have contact, other than limited contact, with pupils, shall ensure the safety of the pupils by one or more of the following methods:

Check all methods to be used:

☐ 1) Installation of a physical barrier at the worksite to limit contact with students.

☐ 2) Continual supervision and monitoring of all employees of the Independent Contractor by an employee of the Independent Contractor who has not been convicted of a serious of violent felony, a sex or controlled substance offense, or a crime involving moral turpitude as ascertained by the DOJ.

☐ 3) Surveillance of employees of the Independent Contractor by LEA personnel

☐ The Services provided by the Independent Contractor are for an "EMERGENCY OR EXCEPTIONAL SITUATION" ONLY, such as when pupil health or safety is immediately endangered or when emergency repairs are needed to make the school facilities safe and habitable.

By signing below, under penalty of perjury, I certify that the information contained on this certification form and the employee list(s) is accurate. I understand that it is the Independent Contractor's sole responsibility to maintain, update, and provide LEA with current and complete information along with the employee list, throughout the duration of Services provided by Independent Contractor.

Authorized Vendor Signature	Printed Name	Title	Date

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Coversheet

Contract 2023/24 El Paseo

Section: IX. Academic Services
Item: F. Contract 2023/24 El Paseo
Purpose: Vote
Submitted by:
Related Material: El Paseo _ Compass NPA Master Contract 23_24.docx.pdf

NONPUBLIC SERVICES MASTER CONTRACT

General Agreement for Nonsectarian,
Nonpublic School and Agency Services

LEA: Compass Charter Schools

NPA X□ / NPS □: El Paseo Children's Center, Inc.

Contract Year: 2023 / 2024

RECITALS

THIS AGREEMENT is made and entered into as of the [1] day of [July] [2023], and commencing on that same day of [July] [2023], by and Compass Charter Schools (hereinafter "Compass" or "LEA") and NPA (hereinafter "[El Paseo Children's Center, Inc.]" or "CONTRACTOR"). Collectively, Compass or LEA and CONTRACTOR shall be referred to as the "Parties":

WHEREAS CONTRACTOR is a special education services company, performing related services and management, including Special Education administration and support, psychology services, counseling services, education specialists, instructional aides, speech therapy services, and other services as designated;

WHEREAS CONTRACTOR is a California certified non-public agency ("NPA");

WHEREAS, as of [July 1, 2023], Compass will be a member of the El Dorado SELPA ("SELPA") and deemed a local educational agency ("LEA") pursuant to Education Code § 47641(a) for the purposes of compliance with federal law and for eligibility for federal and state special education funds, and;

WHEREAS Compass wishes to contract with CONTRACTOR to provide special education services to Compass students on an "under arrangements" basis, and to establish a program for providing special education services to enrolled students;

WHEREAS CONTRACTOR possess the requisite license, training and experience to provide the services called for in this Agreement, and is prepared to assume the responsibility of providing selected special education services for Compass student(s); and

NOW, THEREFORE, in consideration of Compass paying to CONTRACTOR the compensation and CONTRACTOR performing the duties specified herein, it is mutually covenanted and agreed by and between the parties hereto as follows:

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. Master Contract

1.1 This Master Contract is entered into on [July 1, 2023] between COMPASS CHARTER SCHOOLS, hereafter referred to as the LOCAL EDUCATIONAL AGENCY ("LEA"), a member of the El Dorado Charter SELPA, and [El Paseo Children's Center, Inc.], a nonpublic, nonsectarian school/agency, hereafter referred to as NPA or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq. It is understood that this Master Contract does not commit LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services for any student, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR on a student-by-student basis.

1.2 Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as "ISA"). The ISA shall specify CONTRACTOR's obligation to provide all or selected service(s) specified within the Student's IEP. The ISA shall be executed within ninety (90) days of a student's acceptance by the CONTRACTOR. LEA and CONTRACTOR shall enter into a separate ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to Student's IEPs and any other documentation and electronic database necessary to implement and document Student's ISA. The ISA shall require CONTRACTOR to maintain the confidentiality of the Student's educational records in accordance with the Families Educational Rights and Privacy Act of 2001 ("FERPA") (20 U.S.C. § 1232g) and this Master Contract.

1.3 Nonpublic School Placement Costs: LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the student's parent. Notwithstanding the foregoing, LEA shall be responsible for the costs associated with nonpublic school placement as specified in (a) an order directing placement made by the Office of Administrative Hearings (hereinafter referred to as "OAH"), (b) a lawfully executed agreement between LEA and parent, or (c) the authorization by LEA for a transfer student pursuant to California Education Code section 56325.

2. Certification and Licenses

2.1 CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification and licensure specified by CDE Certification, as defined in California Education Code, section 56366 *et seq*., and within the professional scope of practice of each provider's license, certification and/or credential. A current copy of CONTRACTOR's nonpublic school/agency certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Master Contract is executed by CONTRACTOR.

2.2 This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract.

2.3 Total student enrollment of the NPS operated by CONTRACTOR shall be limited to capacity as stated on CDE certification described in Section 2.1. Total student enrollment shall be limited to capacity as stated in Section 24 of this Master Contract.

2.4 In addition to meeting the certification requirements of the State of California, any program operated by CONTRACTOR outside of California shall be certified or licensed by the state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. § 1400 *et seq*.).

2.5 If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of California, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

2.6 With respect to CONTRACTOR's certification in Section 2.1, failure to notify the LEA and CDE of any changes in any of the following may result in the suspension or revocation of CDE certification and shall allow LEA to suspend or terminate this Master Contract at the discretion of the LEA:

2.6.1 credentialed/licensed staff;
2.6.2 ownership;
2.6.3 management and/or control of the agency;
2.6.4 major modification or relocation of facilities; or
2.6.5 significant modification of the program.

3. Compliance with Laws, Statutes, Regulations

3.1 During the term of this contract unless otherwise agreed, CONTRACTOR shall comply with the Individuals with Disabilities Education Act and all subsequent amendments and requirements and all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations relating facilities for individuals with exceptional needs, as well as all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations relating to the provision of special education and/or related services as set forth in federal and state special education laws and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR.

3.2 CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to, the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

3.3 CONTRACTOR acknowledges and agrees that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this reporting may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. Terms of Master Contract

4.1 The term of this Master Contract shall be from July 1, 2023 to June 30, 2024 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract shall be re-negotiated prior to June 30, 2024. In the event the contract is not renegotiated by June 30th, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5 California Code of Regulations section 3062(d).) In the absence of a successor or interim contract, this Agreement shall expire at the end of the Term.

4.2 No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

4.3 The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. Integration/Continuance of Contract Following Expiration or Termination

5.1 This Master Contract governs the administration of each Individual Services Agreement ("ISA"), and each and every ISA is incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

5.2 CONTRACTOR shall provide the LEA with information as requested in writing to secure a new Master Contract or a renewal. At a minimum, such information shall include copies of teacher credentials and background clearance documentation, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to the LEA, no Master Contract will be issued.

5.3 If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety-day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2)).

5.4 In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA.

6. Individual Services Agreement

6.1 This Master Contract sets forth the basic terms under which LSA may approve an ISA for each student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for students with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed

ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students.

6.2 Any and all changes to a student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the student's IEP. At any time during the term of this Master Contract, a student's parent, CONTRACTOR, or LEA may request a review of a student's IEP subject to all procedural safeguards required by law.

6.3 The ISA shall specify which service(s) included in Student's IEP CONTRACTOR will provide. If CONTRACTOR is a NPS, CONTRACTOR will implement all special education and services identified in a Student's EIP unless agreed upon otherwise. In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within two (2) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to student as a result of lack of provision of services while student was served by the nonpublic school or agency.

6.4 Subject to CONTRACTOR's right to terminate this Master Contract or an ISA pursuant to Education Code section 56366, subdivision (a)(4) as set forth in Sections 6 and 14, if a parent contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall continue to serve the student pursuant to the student's ISA during the term of the Master Contract shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH. CONTRACTOR shall adhere to LEA decisions concerning changes in placement. Nothing herein shall be construed to mean that CONTRACTOR consents to the jurisdiction of OAH.

6.5 When it is necessary to extend services beyond the ISA ending date, a "stay-put" ISA will be executed within ten (10) school days of the ending date of the CONTRACTOR's last executed ISA.

6.5 CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

6.6 Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract are to be settled by the Dispute Resolution procedure set forth in Section 64.

7. DEFINITIONS

7.1 The following definitions shall apply for purposes of this contract:

a. The term "CONTRACTOR" means the nonpublic, nonsectarian school/agency identified in the first paragraph of this Master Contract, and its officers, agents and employees.

b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for nonpublic school/agencies. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for the administration of this Master Contract, unless otherwise specified in this Master Contract.

c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the California State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).

d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including but not limited to the standards contained in the California Business and Professions Code.

e. Nothing in the foregoing definition of "qualified" shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (r)).

f. The term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses, and which authorizes the bearer of the document to refer to himself or herself using a specified professional title and to provide certain professional services including but not limited to mental health and board and care services at a residential placement. If a license is not

available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).

g. "Parent" means a biological or adoptive parent, unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child, an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare, a surrogate parent, a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

h. The term "days" means calendar days unless otherwise specified.

i. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.

j. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.

k. It is understood that the term "Master Contract" also means "Agreement" and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

8.1 All notices provided for by this contract shall be in writing. Notices shall be mailed or emailed to the designated LEA representative and shall be effective as of the date of receipt by addressee.

8.2 All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of this Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. Maintenance of Records

9.1 All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract.

9.2 For purposes of this Master Contract, "records" shall include, but not be limited to all of the following:

9.2.1 student records as defined by California Education Code section 49061(b) including electronically stored information;
9.2.2 cost data records as set forth in Title 5 of the California Code of Regulations section 3061;
9.2.3 registers and roll books of teachers and/or daily service providers;
9.2.4 daily service logs and notes and other documents used to record the provision of related services including supervision;
9.2.5 daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required;
9.2.6 bus rosters;
9.2.7 staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination;
9.2.8 records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets;
9.2.9 transportation and other related services subcontracts;
9.2.10 school calendars;
9.2.11 bell/class schedules when applicable;
9.2.12 liability and worker's compensation insurance policies;
9.2.13 state nonpublic school and/or agency certifications by-laws;
9.2.14 lists of current board of directors/trustees, if incorporated;
9.2.15 statement of income and expenses;
9.2.16 general journals;
9.2.17 cash receipts and disbursement books;
9.2.18 general ledgers and supporting documents;
9.2.19 documents evidencing financial expenditures;
9.2.20 federal/state payroll quarterly reports; and
9.2.21 bank statements and canceled checks or facsimile thereof.

9.4 Positive proof of attendance is required.

9.5 CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the student's record. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors.

9.6 CONTRACTOR or LEA shall maintain copies of any written parental concerns granting or regarding access to student records. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations.

9.7 CONTRACTOR agrees, in the event of school or agency closure, to forward student records within five (5) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, and reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

9.10 Upon at least ten (10) calendar days' prior written notice of the date of an upcoming IEP meeting, CONTRACTOR shall provide the LEA with goal progress reports, service logs and any additional relevant data no less than three (3) school days prior to the IEP meeting.

9.11 All student records and financial invoices and documentation must include the specific Compass school name in addition to the student's personally identifiable information.

10. Severability Clause

If any provision of this agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

11. Successors in Interest

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

12. Venue and Governing Law

The laws of the State of California shall govern the terms and conditions of this contract with venue in Los Angeles County.

13. Modifications and Amendments Required to Conform to Legal and Administrative Guidelines

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. LEA shall require the party seeking such modification to provide the LEA and CONTRACTOR thirty (30) days' prior written notice of any such demand for changes or modifications and a copy of the statute or regulation upon which the modification or changes are based.

14. Termination

14.1 This Master Contract or an Individual Service Agreement may be terminated for cause by either party. For the purposes of this Master Contract, "cause" is defined as breach, misfeasance, or other inappropriate action of the other party. The term "cause" does not include any action or failure to act of the Student identified in the ISA, or of the Student's Parent.

14.2 This Master Contract or an ISA may not be terminated based upon the availability of a public class initiated during the period of this Master Contract, unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. The cause may also not be due the action or failure to act of the Student identified in the ISA, or of the Student's Parent.

14.3 To terminate this Master Contract for cause either party shall give the other party twenty (20) days prior written notice (California Education Code section 56366(a)(4)). In instances where an issue occurs at the NPS that the LEA determines is an immediate threat to student health or safety or when or when there is documentation that CONTRACTOR has been unable to provide services required on IEP/ISA, LEA may terminate a student's ISA and/or reassign student to an alternative educational setting without providing 20 days' notice. At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract.

14.4 All ISAs shall be deemed void upon termination of this Master Contract, as provided in Section 5 or 6.

15. INSURANCE

15.1 CONTRACTOR shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof including but not limited to:

15.1.1 **General and Professional Liability.** General and professional liability insurance covering all activities of CONTRACTOR personnel during the executing of the obligations under this Agreement with coverage of not less than- One Million Dollars ($1,000,000) for any incident ,Two Million Dollars ($2,000,000) annual aggregate per incident, and Three Million Dollars ($3,000,000) excess liability policy for a maximum of Five Million Dollars ($5,000,000) per aggregate limit.

15.1.2 **Worker's Compensation**. Worker's compensation insurance covering each employee providing in-person Services to LEA hereunder; workers' compensation insurance shall comply with all applicable legal requirements.

15.2 CONTRACTOR agrees to provide LEA with a Certificate of Insurance naming LEA as an additional insured on such general and professional liability insurance policies. Policies will be furnished to LEA for review upon request. LEA shall not obtain workers' compensation insurance on behalf of CONTRACTOR or CONTRACTOR's employees.

15.3 If the CONTRACTOR is a NPS or Residential Treatment Center ("RTC"), additional insurance must be secured in accordance with law and standard practice as directed by LEA.

15.4 If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may propose an amendment to this Agreement to modify the insurance obligations.

15.5 SELF-INSURANCE: When the self-insurance retention for the CONTRACTOR is to be $100,000 or more, the CONTRACTOR shall submit, in writing, information on its proposed self- insurance program. The submission shall include:

- A complete description of the program, including types of risks, and limits of coverage

- The CONTRACTOR's latest financial statements
- Claims administration policy, practices, and procedures
- A disclosure of all captive insurance company and reinsurance agreements, including methods of computing costs.

Programs of self-insurance covering workers' compensation:

- An approved program of self-insurance must include coverage for any employer's liability not covered by commercial insurance.

For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

All Certificates of Insurance shall contain a reference to the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate.

If LEA or CONTRACTOR determines that changes in insurance coverage obligations under this section are necessary, either party may reopen negotiations to modify the insurance obligations.

16. INDEMNIFICATION AND HOLD HARMLESS

16.1 To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, or the performance of any ISA, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA shall have the right in their sole discretion to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

16.2 To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Officers, Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from

or arising out of this Master Contract or its performance, or the performance of any ISA, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

17. Independent Contract

17.1 Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

17.2 If the LEA is held to be a partner, joint venturer, co-principle, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

17.3 LEA and CONTRACTOR agree to the following rights consistent with an independent contractor relationship:

17.3.1 CONTRACTOR has the right to perform services for others during the term of this Agreement.

17.3.2 CONTRACTOR has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed to the extent the provision of CONTRACTOR's services are consistent with the responsibilities set forth in the ISA.

17.3.3 CONTRACTOR has the right to hire assistants or to use employees to provide the services required by this Agreement.

17.3.4 CONTRACTOR or CONTRACTOR's employees shall perform the services required by this Agreement; LEA shall not hire, supervise or pay any assistants to help CONTRACTOR.

17.3.5 Neither CONTRACTOR nor CONTRACTOR's employees shall receive any training from LEA in the skills necessary to perform the services required by this Agreement.

17.3.6 LEA shall not require CONTRACTOR or CONTRACTOR's employees to devote full time to performing the services required by this Agreement.

17.3.7 Neither CONTRACTOR nor CONTRACTOR's employees are eligible to participate in any employee pension, health, vacation pay, sick pay or other fringe benefit plan of LEA.

18. SUBCONTRACTING

CONTRACTOR shall not subcontract duties assigned to CONTRACTOR pursuant to this Agreement or any ISA.

19. CONFLICTS OF INTEREST

19.1 CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated.

19.2 CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

19.3 Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR.

19.4 To avoid conflict of interest, and in order to ensure the independence and appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the LEA agrees to fund.

19.5 Only when no other appropriate assessor is available, LEA may request, and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

19.6 In the event that CONTRACTOR is a Nonpublic Agency, CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who was an employee of LEA within the three hundred and sixty five (365) days prior to executing this contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

19.7 CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

20. Non-Discrimination

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

EDUCATIONAL PROGRAM

21. Free and Appropriate Public Education (FAPE)

21.1 LEA shall provide CONTRACTOR with a copy of the IEP including all relevant attachments of each student served by CONTRACTOR. CONTRACTOR shall provide to each student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the student's IEP and as specified in the ISA.

21.2 CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student's IEP and ISA.

21.3 Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for students, as specified in the student's IEP and ISA.

CONTRACTOR shall impose no fee or charge of any kind to parents for special education and/or related services as specified in the student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Master Contract).

21.4 LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the nonpublic school. CONTRACTOR shall provide school site-based training for student, teacher, support staff and parent on the use of the device. CONTRACTOR shall return device to LEA, as per issuance procedures, within two (2) working days of student termination or ceasing to qualify for device. CONTRACTOR shall file or attempt to file police reports for missing/lost/stolen device(s), providing documentation of attempt, and coordinate the provision of any police report number to LEA within five (5) working days of becoming aware of loss. The equipment remains the property of the LEA and shall be returned to the LEA when the IEP team determines the equipment is no longer needed.

21.5 CONTRACTOR shall be solely responsible for ensuring that facilities are adequate to provide LEA students with an environment which meets all state and local health and safety regulations and guidance.

21.6 CONTRACTOR may only charge a student's parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

21.7 Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student's receipt of special education and/or related services as specified in the student's IEP and ISA unless the LEA, CONTRACTOR, and PARENT agree otherwise in writing.

22. General Program of Instruction

22.1 All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 et seq., and shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations.

22.2 When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall:

22.2.1 utilize evidence-based practices and predictors and be consistent with LEA's standards regarding the particular course of study and curriculum;

22.2.2 include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services;

22.2.3 be consistent with CDE's standards regarding the particular course of study and curriculum;

22.2.4 provide the services as specified in the student's IEP and ISA.

22.3 Students shall have access to:

22.3.1 State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the nonpublic school:

22.3.2 college preparation courses;

22.3.3 extracurricular activities, such as art, sports, music and academic clubs;

22.3.4 career preparation and vocational training, consistent with transition plans pursuant to state and federal law; and

22.3.5 supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

22.4 When CONTRACTOR serves students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements.

22.5 CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

22.6 When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA.

22.7 The nonpublic agency providing Behavior Intervention services shall develop a written plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA.

22.8 School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team.

22.9 Any services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present.

22.10 Section 22.9 shall not apply to services provided by a CONTRACTOR that is a licensed children's institution or to the provision of emergency services, provided CONTRACTOR has a written authorization signed by the parent or legal guardian to authorize emergency services as requested. Licensed Children's Institution ("LCI") CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract.

22.11 CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

22.12 When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

23. Instructional Minutes

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at leazst equivalent to the minimum instructional time requirements for Charter Schools in the state of California and shall be specified in the student's ISA developed in accordance with the student's IEP.

24. Class Size

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one (1) teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing.

25. Calendars

25.1 When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days not to exceed one hundred and eighty (180) days, plus extended school year billable days equivalent to the number of days determined by the LEA's extended school year calendar.

25.2 Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for

each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall require or be interpreted to require the LEA to accept any requests for calendar changes.

25.3 Unless otherwise specified by the students' IEP, educational services shall occur at the CONTRACTOR's facility or in Student's home. A student shall only be eligible for extended school year services if such are included in his/her IEP and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

25.4 Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when LEA's school program is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic school service. Any instructional days provided before the execution of this Agreement shall be at the sole financial responsibility of the CONTRACTOR.

25.5 LEA shall provide a school calendar to CONTRACTOR prior to the initiation of services. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA is in session. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment.

26. Data Reporting

26.1 CONTRACTOR shall provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall provide all data related to any and all sections of this Agreement and requested by and in the format required by the LEA.

26.2 It is understood that all nonpublic school and agencies shall utilize the LEA approved electronic IEP system, Special Education Information System ("SEIS") for all IEP development and progress reporting, unless otherwise agreed to by the LEA. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

26.3 The LEA shall provide the CONTRACTOR with approved forms and/or format for such data including, but not limited to, invoicing, attendance reports and progress

reports. The LEA may approve use of CONTRACTOR'S forms in LEA's sole discretion.

26.4 All data reporting and documentation must include the specific Compass school name in addition to the student's personally identifiable information.

27. STATEWIDE ACHIEVEMENT TESTING

27.1 When CONTRACTOR is a nonpublic school, per implementation of Senate Bill 484, CONTRACTOR shall administer all Statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, the English Language Proficiency Assessments for California ("ELPAC"), as appropriate to the student, and mandated by LEA pursuant to LEA requirements and state and federal guidelines.

27.2 CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. CONTRACTOR shall provide test administration by CONTRACTOR'S qualified staff in accordance with LEA test administration protocols. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

28. MANDATED ATTENDANCE AT LEA MEETINGS

28.1 CONTRACTOR shall attend LEA mandated meetings (via teleconference) when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, and standardized testing and IEPs.

28.2 LEA shall provide CONTRACTOR with reasonable notice of mandated meetings.

28.3 Attendance at such mandated meetings does not constitute a billable service hour(s).

29. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

29.1 CONTRACTOR shall comply with the requirements of Education Code section 56521.1 and 56521.2, federal law and regulation, and LEA policy regarding

Student behavior and discipline. This includes, but is not limited to, the completion of Behavior Emergency Reports, emergency interventions, implementation of Behavior Intervention Plans, parental notice and prohibitions against restraint and seclusion.

29.2 In the event of a pupil-involved incident for which law enforcement was contacted, CONTRACTOR shall notify CDE and the LEA of the incident, in writing, no later than one business day after the incident occurred.

29.3 CONTRACTOR shall document the training of staff who will have contact or interaction with pupils during the school day in the use of evidence-based practices and interventions specific to the unique needs of the CONTRACTOR's population. This training shall be provided within thirty (30) days of employment to new staff and annually to all staff who have any contact or interaction with pupils during the school day. The structure and content of the training shall comply with the requirements set forth in AB 1172. LEA shall annually verify that CONTRACTOR has completed this training and report to CDE that the LEA has completed this verification.

29.4 Effective January 1, 2020, CONTRACTOR shall notify CDE and the LEA of any pupil-involved incident at the NPS/NPA in which law enforcement was contacted. This notification shall be provided in writing, no later than one business day after the incident occurred. Education Code § 56366.1(i)(2).

29.5 Effective January 1, 2020, to be certified by CDE, a NPS serving pupils with significant behavioral needs or who have a Behavioral Intervention Plan ("BIP"), the NPS must have an individual onsite during school hours who is qualified, and responsible for the design, planning, and implementation of behavioral interventions, as authorized under Section 3051.23 of Title 5 of the California Code of Regulations. Education Code § 56366.10.

30. STUDENT DISCIPLINE

30.1 CONTRACTOR shall maintain and abide by LEA's policy for student discipline.

30.2 CONTRACTOR shall not unilaterally suspend or recommend for expulsion any student without prior communication with and agreement of the LEA and pursuant to all procedures within the LEA's suspension/expulsion policy.

30.3 CONTRACTOR may not terminate this Agreement due to Student's behavior unless Parent is in agreement otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

31. IEP Team Meetings

31.1 An IEP team meeting shall be convened at least annually to evaluate:

31.1.1 the educational progress of each student served by CONTRACTOR;
31.1.2 whether or not the needs of the student continue to be best met by CONTRACTOR; and
31.1.3 whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii)) and pursuant to California Education Code section 56345 (b) (4).)

31.2 Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed.

31.3 At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. It is understood that CONTRACTOR will join any meetings by teleconference or videoconference unless otherwise mandated by a Student's IEP, judicial order, or settlement agreement.

31.4 CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

31.5 It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The SELPA shall provide training for any NPS and NPA to assure access to the approved system. The NPS and/or NPA shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student is no longer receiving services from CONTRACTOR, the NPS/NPA shall discontinue use of the approved system for that student.

31.6 Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's

placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

32. Surrogate Parents and Foster Youth

32.1 LEA shall comply with state and federal laws and regulations and LEA policies and procedures regarding surrogate parent assignments. CONTRACTOR shall comply with LEA surrogate parent assignments.

32.2 Per California Education Code sections 51225.1 and 51225.3, students who are homeless, in foster care, a former juvenile court school pupil, children of military families, migratory students, or a pupil participating in a newcomer program, as defined in section 51225.2, who transfer schools after their second year of high school and who cannot reasonably complete all LEA graduation requirements in four (4) years may be eligible to graduate by completing the minimum state graduation requirements per AB 216/167. Within five (5) days of contact by CONTRACTOR, the LEA will determine student eligibility for AB 216/167. CONTRACTOR will award partial or full credits to this student population for all work satisfactorily completed while in attendance at the nonpublic school. Once eligibility is established, the LEA will provide CONTRACTOR with AB 216 Notification Letter to review with the student and educational rights holder ("ERH"). CONTRACTOR will forward a copy of the signed AB 216 Notification Letter, indicating acceptance, rejection, or deferral of the exemption, to the LEA immediately upon completion for further handling.. LEA shall comply with its Foster and Homeless Youth policies and state and federal law.

33. Due Process Proceedings

33.1 CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency.

33.2 Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

34. Complaint Procedures

34.1 CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and

providing parents of students with appropriate information (including complaint forms) for the following:

34.1.1 Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.;

34.1.2 Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a);

34.1.3 Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c);

34.1.4 Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and

34.1.5 Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA").

34.3 CONTRACTOR shall provide written verification of the implementation of these procedures to the LEA.

34.2 Upon receipt of any complaint regarding an LEA student, CONTRACTOR shall notify the LEA within two (2) business days.

34.3 CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency.

34.4 CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all non-privileged reports generated as a result of an investigation.

35. Student Progress Reports/Report Cards and Assessments

35.1 CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards annually and at least three (3) school days prior to any IEP meeting when LEA notifies CONTRACTOR at least ten (10) calendar days prior to the IEP meeting. At a minimum, progress reports shall include progress over time towards IEP goals and objectives.

35.2 A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s).

35.3 The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress

on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted in the discretion of the LEA.

35.4 CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices.

35.5 CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the annual or triennial review IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

35.6 CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

35.7 CONTRACTOR acknowledges and agrees that all billable hours must be in direct services to pupils as specified in the ISA. For Nonpublic Agency services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

35.8 CONTRACTOR shall not charge the student's parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, interviews, and/or meetings. The Parties agree that all billable hours shall be limited as specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

36. TRANSCRIPTS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for LEA students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms LEA for

evaluation of progress toward completion of diploma requirements as specified in LEA's Charter.

37. Student Change of Residence

37.1 Within five (5) school days after CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA of the student's change of residence as specified in LEA Procedures.

37.2 If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in Section 37.1, LEA shall not be responsible for the costs of services delivered after the student's change of residence.

38. Withdrawal of Student from Program

38.1 CONTRACTOR shall immediately report electronically and in writing to the LEA within two (2) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and student's discharge against professional advice from a Nonpublic Schools/Residential Treatment Center ("NPS/RTC").

39. Parent Access

39.1 CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters.

39.2 CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

39.3 CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance.

39.4 CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel- related expenses shall be made directly through the LEA.

39.5 CONTRACTOR providing services in the student's home as specified in the IEP shall assure that at least one parent of the child, or an adult caregiver with written

and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations.

39.6 CONTRACTOR shall require the parent to inform the LEA of any changes of caregivers and provide written authorization for care in an emergency situation. CONTRACTOR agrees that any employee or volunteer associated with the NPS/NPA service provider cannot be as an adult caregiver.

39.7 For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent (or LEA-approved responsible adult) is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written, shall also be provided to the LEA.

40. Services and Supervision and Professional Conduct

CONTRACTOR is expected to provide all services at CONTRACTOR's facility or at another location as determined with Student and Parents. CONTRACTORS are not able to provide services at an LEA School Site.

41. Licensed Children's Institution ("LCI") Contractors and Residential Treatment Center ("RTC") Contractors

41.1 If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1(b), AB 1858 (2004), AB 490 (Chapter 862, Statutes of 2003), AB 1261 (2005), AB 1166 Chapter 171 (2015), AB 167 Chapter 224 (2010), AB 216 Chapter 324 (2013), AB 379 Chapter 772 (2015), AB 1012 Chapter 703 (2015), and the procedures set forth in the LEA Procedures.

41.2 An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

41.3 If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1412(a)(1)(A) and Education Code section 56000, et seq.; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), 20 U.S.C. section 1401(29); Education Code section 56031; Cal. Code Regs., Title 5, section 3001 et seq., Cal. Code Regs., Title 2, section 60100 et seq. regarding the provision of counseling

services, including residential care for students to receive a FAPE as set forth in the LEA student's IEPs.

41.4 If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all LEA students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment.

41.5 LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights. The foregoing limitation shall not apply, and LEA shall be responsible for the costs associated with non-school placement, as specified in an OAH order or a lawfully executed agreement between LEA and parent,

41.6 In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

42. STATE MEAL MANDATE

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

43. MONITORING

43.1 CONTRACTOR shall allow LEA representatives access to its facilities or virtual programming for periodic monitoring of each student's instructional program. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR, and review each student's records and progress. Such access shall include unannounced monitoring visits as determined in LEA's sole discretion. CONTRACTOR shall be invited to participate in the review of each student's progress.

43.2 If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

43.3 The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (a) CONTRACTOR shall complete a self-review in year one; (b) the Superintendent shall conduct an onsite review in year two; and (c) the Superintendent shall conduct a follow-up visit in year three.

43.4 CONTRACTOR shall participate in any LEA and CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the nonpublic school, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall diligently conduct any follow-up or corrective action procedures related to review findings.

43.5 CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, the following:

43.5.1 a review of core compliance areas of health and safety;
43.5.2 curriculum/instruction;
43.5.3 related services; and
43.5.4 contractual, legal, and procedural compliance.

43.6 When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

43.7 If the LEA does not have any pupils enrolled at or receiving services through CONTRACTOR at the time of this Agreement, the LEA shall conduct the following:

43.7.1 An onsite visit to the NPS/NPA before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.[12]

43.7.2 At least one onsite monitoring visit during each school year to the CONTRACTOR at which the LEA has a pupil attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to:

43.7.2.A A review of services provided to the pupil through the individual service agreement between the LEA and CONTRACTOR;

43.7.2.B A review of progress the pupil is making toward the goals set forth in the pupil's Individualized Education Program ("IEP");

43.7.2.C A review of progress the pupil is making toward the goals set forth in the pupil's BIP if the pupil has a BIP;

43.7.2.D An observation of the pupil during instruction; and

43.7.2.E A walkthrough of the facility.

43.7.3 The LEA shall report the findings resulting from the monitoring visit to CDE within 60 calendar days of the onsite visit.

44. Inability to Provide In-Person Services Due to Emergency Circumstances

In the event CONTRACTOR is unable to fulfill its duty to provide in-person services as required by the ISA and/or the LEA student's IEP for more than ten (10) school days, CONTRACTOR agrees to provide virtual services to the greatest extent possible. If CONTRACTOR is unable or unwilling to provide virtual services, CONTRACTOR agrees to provide compensatory services equal to the amount of services missed due to the emergency circumstance. CONTRACTOR agrees that all decisions regarding whether in-person services may be provided shall be in accordance with state and local legislation and guidance from the CDE and California Department of Public Health ("CDPH"), as applicable.

PERSONNEL

45. Clearance Requirements

45.1 CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1, including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") for CONTRACTOR's employees, volunteers, subcontractors, transportation providers (i.e., bus, van taxi drivers), or any person with regular student contact employed directly or indirectly by it prior to service with any LEA student. CONTRACTOR hereby agrees that CONTRACTOR's employees, volunteers, subcontractors or any person employed directly or indirectly by it, or any regular outside service provider (such as Department of Probation, Department of Children and Family Services, and/or Los Angeles County Department of Children's Services), shall not come in contact with LEA students until CDOJ clearance and subsequent arrest notification are obtained and confirmed by the CONTRACTOR. . CONTRACTOR shall certify in writing to LEA that none of its employees, volunteers, subcontractors or any person employed directly or indirectly by it who may come into contact with LEA students have been convicted of a violent

or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Clearance certification for those providers who provide or supervise services billed to the LEA shall be provided electronically to the LEA within forty-eight (48) hours of account execution. CONTRACTOR shall submit to LEA a "Staff List and Clearance Form" for all CONTRACTOR's employees, volunteers, subcontractors, transportation providers (i.e., bus, van, or taxi drivers), or any person with regular student contact employed directly or indirectly. CONTRACTOR shall provide an updated "Staff List and Clearance Form" whenever there is a change in personnel covered by the document. In addition, notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA and State Superintendent of Instruction evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the CONTRACTOR. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Proof of subsequent arrest notification, as required by California Penal Code section 11105.2, for all staff shall be provided upon request.

45.2 Any CONTRACTOR that operates a program outside of this State shall also comply with the legal requirements of the applicable State where the program is located for mandated background checks and clearance requirements in order to have direct contact with children.

45.3 Per California Health and Safety Code section 1596.7995, CONTRACTORS shall not allow a person to be employed or volunteer at a day care center, preschool, or extended day facility, who has not been immunized against influenza, pertussis, and measles. Each employee and volunteer shall obtain an influenza vaccination between August 1 and December 1 of each year. A person is exempt from this requirement of this section only if the person submits a written declaration that he or she had declined the Influenza vaccination.

46. STAFF QUALIFICATIONS

46.1 CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and

Title 5 of the California Code of Regulations sections 3001(y), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

46.2 CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 et seq. and 45350 et seq.

46.3 In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

47. Verification of Licenses, Credentials and Other Documents

47.1 Upon request, CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools where parents of Students are domiciled.

47.2 CONTRACTOR shall notify LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to students as specified in the LEA Procedures.

47.3 The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

48. Staff Absence and Tardiness

48.1 When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a

qualified (as defined in this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers.

48.2 LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make-up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

48.3 CONTRACTOR agrees to maintain and enforce a policy requiring CONTRACTOR's employees to report for duty on time, and employees with repeated tardiness shall be subject to discipline by CONTRACTOR. CONTRACTOR agrees that LEA shall have the right to refuse to work with any employee of CONTRACTOR whose repeated tardiness negatively impacts LEA, and in such event CONTRACTOR shall provide a replacement employee who can perform the services on a consistently timely basis.

49. Staff Professional Behavior When Providing Services At School Facility and/or in the Home

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in LEA Board policies and/or regulations when made available to the CONTRACTOR.

HEALTH AND SAFETY MANDATES

50. Health and Safety

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. Without limiting the foregoing, CONTRACTOR agrees to maintain and enforce appropriate health and safety protocols in an Infection Control Plan for COVID-19, or its equivalent, as required by applicable state and local health orders.

51. Facilities and Facilities Modifications

51.1 CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to:

51.1.1 illness prevention;

51.1.2 access by disabled persons;

51.1.3 fire, health, sanitation, and building standards and safety features and equipment;
51.1.4 fire alarm and suppression systems;
51.1.5 zoning permits; and
51.1.6 occupancy capacity.

51.2 When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances.

51.3 Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

52. Administration of Medication

52.1 CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement.

52.2 CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication.

52.3 CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

53. Incident/Accident Reporting

Within 24 hours, CONTRACTOR shall submit any accident or incident report to the LEA via email or other electronic means of communication specified by LEA for that purpose. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures. CONTRACTOR shall

electronically report, using LEA platform, any time CONTRACTOR determines that a LEA pupil has committed an act as defined in Education Code sections 48900 et seq., regardless of whether the act results in a disciplinary action of suspension or expulsion.

54. Child Abuse Reporting

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, regarding child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), CONTRACTOR agrees to maintain the confidentiality of reports as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

55. Sexual Harassment

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy shall include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

56. Reporting of Missing Children

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

57. Enrollment, Contracting, Service Tracing, Attendance Reporting, and Billing Procedures

57.1 CONTRACTOR shall assure that the school or agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to properly implement the IEP and ISA for each and every student.

57.2 CONTRACTOR shall comply with applicable laws and regulations governing enrollment, contracting, attendance reporting, service tracking and billing. Service tracking documentation shall be completed within five (5) school days of the scheduled event and service tracking session notes shall meet LEA standards for documenting services (i.e., listed on student's current IEP; relevant to the IEP goal; includes a brief description of the activity and an outcome statement; includes an objective measure of the student's progress toward the IEP goal and/or a reflection by the provider that is demonstrative of professional judgment specific to his/her own discipline; is consistent with professional standards established for each discipline.

57.3 CONTRACTOR agrees that billing shall conform to the requirements of electronic billing as specified by the LEA Procedures. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

57.4 CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

57.5 CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA in the LEA Procedures. At a minimum, each invoice must contain the following information:

- 57.5.1 month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA;
- 57.5.2 name of staff who provided the service;
- 57.5.3 approved cost of each invoice;
- 57.5.4 total for each service and total for the monthly invoice;
- 57.5.5 date invoice was mailed;
- 57.5.6 signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification;

57.5.7 verification that attendance report is attached as appropriate;
57.5.8 indication of any made-up session consistent with this contract;
57.5.9 verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and
57.5.10 name or initials of each student for when the service was provided.

57.6 In the event services were not provided, CONTRACTOR shall explain to LEA in writing why the services were not provided.

57.7 Each invoice is subject to all conditions of this contract. At the discretion of the LEA, LEA may require CONTRACTOR to submit an electronic invoice for services, provided LEA has given CONTRACTOR reasonable advance written notice. .

57.8 Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty- five (45) days of LEA's receipt of properly submitted copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA.

57.9 As needed, CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

57.10 In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond the following December 31st. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year.

57.11 CONTRACTOR shall pay all income taxes and FICA (Social Security and Medicare taxes) incurred while performing services under this Agreement. If CONTRACTOR is required to pay any federal, state or local sales, use, property, or value added taxes based on the services provided under this Agreement, the taxes shall be separately billed to LEA. CONTRACTOR shall not pay any interest or penalties incurred due to late payment or nonpayment of any taxes by LEA. LEA will not
57.11.1 withhold FICA from CONTRACTOR's payments or make FICA payments on CONTRACTOR's behalf;

57.11.2 make state or federal unemployment compensation contributions on CONTRACTOR's behalf;
57.11.3 withhold state or federal income tax from CONTRACTOR's payments; or
57.11.4 pay or reimburse mileage for NPA employee.

57.12 All financial invoices and documentation must include the specific Compass school name in addition to the student's personally identifiable information.

58. RIGHT TO WITHHOLD PAYMENT

58.1 LEA may withhold payment to CONTRACTOR or require CONTRACTOR to return excess funds already paid under the following circumstances:

58.1.1 CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract;
58.1.2 CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services;
58.1.3 CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records;
58.1.4 CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2);
58.1.5 education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified;
58.1.6 LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program;
58.1.7 CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA within five (5) days of such confirmation;
58.1.8 CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student.
58.1.9 Students served in service tracking groups when group size exceeds allowable the group size limits as stipulated within this contract and/or the rate page "Exhibit A";
58.1.10 Service tracking documentation does not meet professional standards as described in this contract; or
58.1.11 The invoice costs of all outstanding assistive technology devices that are due to have been returned but have not been returned, or for which a police report has not been filed or lacking documented attempt to be filed, at the close of each semester, as described in this contract, will be recouped from the CONTRACTOR in a subsequent invoice.

58.2 CONTRACTOR agrees that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

58.3 Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations in Article 57 of this Agreement. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days of CONTRACTOR's final invoice. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

58.4 The amount which may be withheld by LEA or returned by CONTRACTOR with respect to Section 58.1 are as follows:

58.4.1 the value of the service CONTRACTOR failed to perform;

58.4.2 the amount of overpayment;

58.4.3 the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR;

58.4.4 the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified;

58.4.5 the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or

58.4.6 the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

LEA may withhold or deny payment of any costs submitted to LEA on the basis of CONTRACTOR's failure to provide documentation of required training as set forth in this Master Contract or CONTRACTOR's failure to deliver required services and/or from missing/incomplete or improper documentation of such services.

In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA (with the exception of parent or student refusal), the CONTRACTOR shall notify the LEA in writing within ten (10) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to student as a result of lack of provision of services by CONTRACTOR

while student was served by the nonpublic school or agency, regardless of whether awarded to student through a Charter IEP, due process agreement, or CDE Required Corrective Action. LEA shall compensate CONTRACTOR for the compensatory service hours at the rates specified by the current contract unless billed for previously or included in a bundled rate.

58.5 If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. If LEA determines, in LEA's sole discretion, that CONTRACTOR's written request shows good cause for an extension, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

58.6 If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that payment will be made, or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

58.7 After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

58.8 After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning disputes under this section shall be subject to dispute resolution in accordance with Section 64.

59. Payment From Outside Agencies

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation

regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students.

60. PAYMENT FOR ABSENCES

60.1 STAFF ABSENCE

60.1.1 Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher. CONTRACTOR may not provide coverage for an absent teacher by combining two classes when doing so would violate the maximum student to staff ratios defined in Section 24.

60.1.2 Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

60.2 STUDENT ABSENCE

60.2.1 If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day or fifth (5^{th}) consecutive day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence as specified in the LEA Procedures.

60.2.2 Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on

which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

60.2.3 NON PUBLIC AGENCY NO SHOW OR LATE ARRIVAL POLICY: Unless the student provides timely notice, if the student fails to show for or is late to his/her scheduled appointment, CONTRACTOR will note appointment and arrival time (as applicable) and that the student did not attend or was late.

60.2.4 For sessions, LEA will pay fifty percent (50%) of the virtual sessions rate for a student who does not attend or who is late to his/her session provided the student or LEA failed to provide timely notice to CONTRACTOR.

60.2.5 If a student does not show or arrives late, CONTRACTOR provide notice to the LEA contemporaneously with the missed session. CONTRACTOR will additionally submit an invoice for those sessions and provide written proof the student did not show or arrived late, along with including documented attempts to contact the family or student. There must be contact attempts documented in the therapy notes section.

61. Inspection and Audit

61.1 The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

61.2 CONTRACTOR shall provide access to LEA to all records including, but not limited to:

61.2.1 student records as defined by California Education Code section 49061(b) including electronically stored information; cost data and fiscal records as set forth in Title 5 of the California Code of Regulations section 3061;

61.2.2 registers and roll books of teachers and/or daily service providers; daily service logs and notes used to record the provision of related services including supervision; daily service logs and notes or other documents used to record the provision of related services;

61.2.3 Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors;

61.2.4 absence verification records (parent/doctor notes, telephone logs, and related documents);
61.2.5 bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, dates of hire, and dates of termination; records of employee training and certification;
61.2.6 staff time sheets;
61.2.7 non-paid staff and volunteer sign-in sheets;
61.2.8 transportation and other related service subcontracts;
61.2.9 school calendars; bell/class schedules when applicable;
61.2.10 liability and worker's compensation insurance policies;
61.2.11 state nonpublic school and/or agency certifications;
61.2.12 by-laws; lists of current board of directors/trustees, if incorporated;
61.2.13 other documents evidencing financial expenditures related to LEA students;
61.2.14 federal/state payroll quarterly reports Form 941/DE3DP;
61.2.15 bank statements and canceled checks or facsimile thereof; and
61.2.16 all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

61.3 Access to records in this Article 61 shall include unannounced inspections by LEA.

61.4 CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

61.5 On no occasion shall CONTRACTOR impose additional requirements (e.g. Parent consent, release of information) for the provision of records concerning a Student who is being served or had been served by CONTRACTOR pursuant to an ISA.

61.6 CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

61.7 If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written

notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand.

61.8 Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

62. Rate Schedule

62.1 The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as noted in California Education Code Section 46200-46208.

62.2 Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

63. Debarment Certification

By signing this Agreement, the CONTRACTOR certifies that:

(a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

64. Dispute Resolution

64.1 The parties shall endeavor to resolve their disputes by an informal meet and confer process not to exceed fourteen (14) days. Any disputes not resolved by such an informal meet and confer process shall be submitted to binding arbitration which, unless the parties mutually agree otherwise, shall be conducted in the venue specified in Section 12. A demand for arbitration shall be made in writing, delivered to the other party to the Master Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all claims then known to that party on which arbitration is permitted to be demanded.

64.2 A demand for arbitration shall be made no later than the date when the institution of legal or equitable proceedings based on a claim between the parties would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim.

64.3 The arbitration hearing shall be conducted before a single arbitrator having at least ten (10) years' experience with special education law. The parties may conduct discovery, and the arbitrator may make orders regarding such discovery, as permitted by California Code of Civil Procedure section 1283.05. The arbitrator shall apply California substantive law to the claims in dispute, and shall utilize the California JAMS procedure and rules with respect to the presentation, receipt and admissibility of evidence at the arbitration hearing. An award may be entered against a party who fails to appear at a duly-noticed hearing. The arbitrator shall prepare in writing and provide to the parties an award including factual findings and the reasons on which the arbitrator's decision is based.

64.4 The decision of the arbitrator may be entered and enforced as a final judgment in any court of competent jurisdiction. The arbitrator shall not have the power to commit errors of law or legal reasoning or to award punitive damages, and the award may be vacated or corrected for any such error on a petition to vacate or correct the award brought under California Code of Civil Procedure section 1285, et seq. The ruling of the superior court regarding such petition shall be final, and no further appeal may be filed by either party. The provisions of the Federal Arbitration Act (9 U.S.C. § 1 et seq.) do not apply to this Master Contract or to this agreement to arbitrate.

64.5 The prevailing party in any action, arbitration or other proceeding shall be entitled to recover its reasonable attorney's fees and costs of suit from the other party.

65. Confidentiality

65.1 CONTRACTOR acknowledges that during the engagement it will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by LEA and/or used by LEA in connection with the operation of its business including, without limitation, LEA's business and product processes, methods, pupil/personnel record information, accounts and procedures. All information regarding students of LEA will remain confidential to CONTRACTOR unless a separate, specific, properly executed consent (including permission from LEA's student and his or her parent) for the release of information is obtained prior to such release. Any information regarding student(s) received by LEA's personnel or CONTRACTOR providing services pursuant to this Agreement shall remain confidential and shall not be communicated to any person or entity other than appropriate LEA personnel.

65.2 CONTRACTOR assigns to LEA all patent, copyright and trade secret rights in anything created or developed by CONTRACTOR for LEA under this Agreement. This assignment is conditioned upon full payment of the compensation due CONTRACTOR under this Agreement. CONTRACTOR shall help prepare any documents LEA considers necessary to secure any copyright, patent, or other intellectual property rights at no charge to LEA. CONTRACTOR agrees to honor the proprietary information of LEA and shall not disclose or circumvent such proprietary information now or in the future. Upon the conclusion of this Agreement, CONTRACTOR shall return all records, files, contacts and other proprietary information of LEA to LEA. However, LEA shall reimburse CONTRACTOR for all reasonable actual expenses necessary to carry out the terms of this Section.

The Parties hereto have executed this Contract by and through their duly authorized agents or representatives. The Parties agree that this contract may be executed by electronic signature or secure program (e.g. Adobe Esign.)This contract is effective on the [1] day of [July] [2023] and terminates at 5:00 p.m. on June 30, [2024], unless sooner terminated as provided herein.

CONTRACTOR

El Paseo Children's Center, Inc.
Nonpublic School/Agency

By: _____
Signature

_____
Date

Brent Cooper
Name and Title of Authorized Representative

LEA

Compass Charter Schools

By: _____
Signature

_____
Date

Elizabeth Brenner / Superintendent
Name and Title of Authorized Representative

4877-1522-2821, v. 1

Notices to CONTRACTOR shall be addressed to:	**Notices to LEA shall be addressed to:**
Brent Cooper	Elizabeth Brenner / Superintendent
Name and Title El Paseo Children's Center, Inc.	**Name and Title** Compass Charter Schools
Nonpublic School/Agency/Related Service Provider 74-075 El Paseo Drive, Ste. A2B	**LEA** 805 Hampshire Rd, Suite P
Address Palm Desert CA 92260	**Address** Thousand Oaks CA 01361
City **State** **Zip** 760-342-49 00	**City** **State** **Zip** 855-937-422 7
Phone **Fax**	**Phone** **Fax**
Email b.cooper@elpaseostaffing.com	**Email** ebrenner@compasscharters.org

EXHIBIT A: 2023 - 2024 rates - see attached rate sheet

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: El Paseo Children's Center, Inc,

The CONTRACTOR CDS NUMBER:

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO:

Maximum Contract Amount: $450,000.00

Exhibit B

Certification of Criminal Background Clearance, Tuberculosis (TB) Clearance, and Credential Verification

This form is to be completed with respect to the Agreement between LEA and [El Paseo Children's Center, Inc.] ("Independent Contractor").

PLEASE CHECK ALL APPROPRIATE BOXES AND SIGN BELOW, provide to Compass Charter Schools the documentation for each therapist.

CLEARANCE AND CREDENTIAL REQUIREMENTS SATISFIED:

☐ A. The Independent Contractor hereby certifies to LEA that it has completed the criminal background check required by law and has determined that none of its employees who may come into contact with LEA students has been convicted of a violent felony listed in Penal Code Section 667.5(c), a serious felony listed in Penal Code Section 1192.7(c), a sex offense listed in Education Code Section 44010, a controlled substance offense listed in Education Code Section 44011, a crime involving moral turpitude (e.g., embezzlement, perjury, fraud, etc.), or any offense which may make the employee unsuitable/undesirable to work around students. The Independent Contractor shall also request and receive subsequent arrest notifications for all such employees from the California Department of Justice to ensure ongoing safety of students.

☐ B. The Independent Contractor hereby certifies to LEA that it has required and verified that all employees who may have frequent or prolonged contact with students have undergone a risk assessment and/or been examined and determined to be free of active tuberculosis. The Independent Contractor requires all new employees to provide the Independent Contractor with a certificate of tuberculosis clearance dated within the sixty (60) days prior to initial employment. The Independent Contractor maintains current TB clearances for all such employees.

☐ C. The Independent Contractor hereby certifies to LEA that it has required and verified that all of the Independent Contractor's employees whose assignment at LEA requires a teaching or substitute credential or license holds a current, valid credential or license appropriate for the assignment as required by Education Code Section 47605(*l*).

WAIVER JUSTIFICATION:

☐ D. The Independent Contractor and all of its employees qualify for a waiver of the Department of Justice (DOJ) fingerprint and criminal background clearance requirements for the following reason(s):

☐ The Independent Contractor and its employees will have NO CONTACT with pupils. (No school-site Services will be provided.)

☐ The Independent Contractor and its employees will have LIMITED CONTACT with pupils. (Attach information about length of time on school grounds; proximity of work area to pupil areas; whether the Independent Contractor's employees will be working by themselves or with others, and, if so, with whom; and any other factors that substantiate limited contact.)

☐ The Independent Contractor, which will be providing for construction, reconstruction, rehabilitation, or repair of a school facility where the employees of the Independent Contractor may have contact, other than limited contact, with pupils, shall ensure the safety of the pupils by one or more of the following methods:

Check all methods to be used:

☐ 1) Installation of a physical barrier at the worksite to limit contact with students.

☐ 2) Continual supervision and monitoring of all employees of the Independent Contractor by an employee of the Independent Contractor who has not been convicted of a serious of violent felony, a sex or controlled substance offense, or a crime involving moral turpitude as ascertained by the DOJ.

☐ 3) Surveillance of employees of the Independent Contractor by LEA personnel

☐ The Services provided by the Independent Contractor are for an "EMERGENCY OR EXCEPTIONAL SITUATION" ONLY, such as when pupil health or safety is immediately endangered or when emergency repairs are needed to make the school facilities safe and habitable.

By signing below, under penalty of perjury, I certify that the information contained on this certification form and the employee list(s) is accurate. I understand that it is the Independent Contractor's sole responsibility to maintain, update, and provide LEA with current and complete information along with the employee list, throughout the duration of Services provided by Independent Contractor.

Authorized Vendor Signature	Printed Name	Title	Date

Coversheet

Review and Approval of the March 2023 and April 2023 Financial Statements

Section: X. Operations
Item: A. Review and Approval of the March 2023 and April 2023 Financial Statements
Purpose: Vote
Submitted by:
Related Material: CCS BS April 2023.xlsx
CCS BS MAR 2023.xlsx
CCS PL April 2023.xlsx
CCS PL MAR 2023.xlsx
CCS CR April 2023.xlsx
CCS CR MAR 2023.xls
Compass Charter Schools_FY2023_March v2.pptx
Compass Charter Schools_FY2023_April.pptx

Notice

The following file is attached to this PDF. You will need to open this packet in an application that supports attachments to pdf files, e.g. Adobe Reader:

CCS BS April 2023.xlsx

Notice

The following file is attached to this PDF. You will need to open this packet in an application that supports attachments to pdf files, e.g. Adobe Reader:

CCS BS MAR 2023.xlsx

Notice

The following file is attached to this PDF. You will need to open this packet in an application that supports attachments to pdf files, e.g. Adobe Reader:

CCS PL April 2023.xlsx

Notice

The following file is attached to this PDF. You will need to open this packet in an application that supports attachments to pdf files, e.g. Adobe Reader:

CCS PL MAR 2023.xlsx

Notice

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CCS CR April 2023.xlsx

Notice

The following file is attached to this PDF. You will need to open this packet in an application that supports attachments to pdf files, e.g. Adobe Reader:

CCS CR MAR 2023.xls

CSMC

Financials through Mar 31, 2023

Monthly Financial Board Report

Prepared for: Compass Charter Schools

Prepared by School's CSMC SBM - Kristin Nowak

Financial Summary

Actual to Budget:
This report is as of Mar 31, 2023, compared against our board-approved budget.
YTD Revenues Through **Mar 31, 2023,** are **$21,122,670** or **1.8% over** our current budget primarily due to the timing of received **Title** ($100k), **State Lottery** ($111k), **ESSER III** ($200k), and **State SPED** ($169k). This was offset by lower than anticipated **In-Lieu of Property Taxes** ($208k).
YTD Expenses Through **Mar 31, 2023,** are **$23,510,561** or **1.9% under** our current budget due to lower than anticipated spending in **Certificated Salaries** ($340k), **Software Licensing** ($74k) and **Travel and Conferences** ($34k)
Therefore, net income is **($2,387,891)** or **-25.5% over** our current budget.

Balance Sheet:
As of Mar 31, 2023, we had total cash of $11,352,089, short-term liabilities of $5,754,414, and long-term liabilities of $99,606. The ending fund balance is $7,161,733. Reconciled cash increased $1,242,248 in the month of March due to Revenue exceeding expenses by $1,295,575.

Report created on 5/10/2023 9:25:10 AM for Compass Charter Schools

Understanding the Financial Health of the Organization

The chart below explains some of the parameters that the school's leadership can evaluate to understand their financial health, and potential areas of weakness.

Cash Ratio

Ability to meet short-term obligations with cash

Current:	Target:
197.3 %	> 100.0 %

Formula:
(Cash) / (Current Liabilities)

Current Ratio (Liquidity)

Ability to pay short-term obligations

Current:	Target:
2.2	> 1.0

Formula:
(Current Assets) / (Current Liabilities)

Defensive Interval

Months of continued operation without incoming funds

Current:	Target:
5.3	> 3 months

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

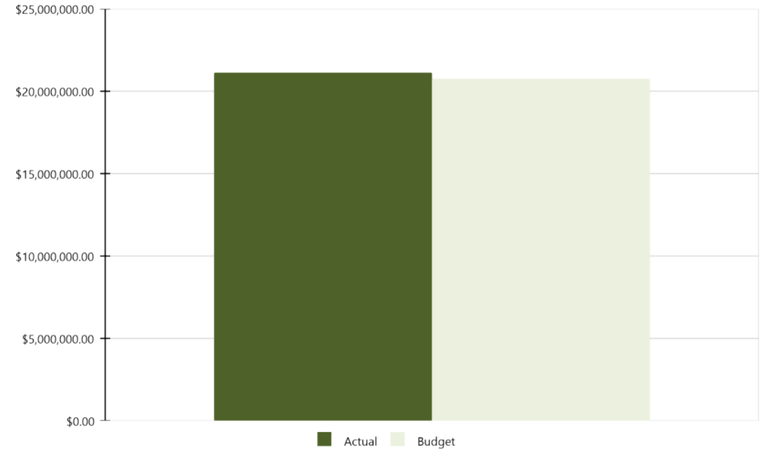
Report created on 5/10/2023 9:25:09 AM for Compass Charter Schools

Compass Charter Schools Financial Snapshot

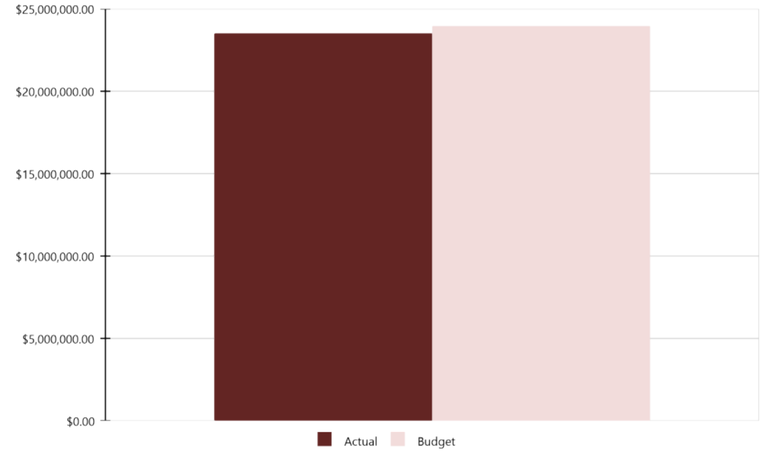
FY 2022-2023, July - March

Cash Balance
$11,352,089

Revenue to Date



Expense to Date



Revenue Summary	
Actual	$21,122,670
Budget	$20,751,286
Actual to Budget	1.8 %

Expense Summary	
Actual	$23,510,561
Budget	$23,955,521
Actual to Budget	-1.9 %

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CSMC

Actual to Budget Summary

FY 2022-2023, July - March

	July - Last Closed			2022-2023		
Account Description	Actual	Budget	Variance $	Total Budget	Actual to Total Budget %	Remaining Budget
LCFF Revenue	$17,568,924	$17,784,847	($215,923)	$25,474,652	69.0 %	$7,905,728
Federal Revenue	$1,068,742	$849,353	$219,388	$1,966,618	54.3 %	$897,876
State Revenue	$2,353,392	$2,013,092	$340,301	$4,287,664	54.9 %	$1,934,272
Local Revenue	$131,612	$103,994	$27,618	$113,070	116.4 %	($18,542)
Total Revenue	$21,122,670	$20,751,286	$371,384	$31,842,005	66.3 %	$10,719,335
Certificated Salaries	$9,293,489	$9,634,045	$340,557	$12,787,392	72.7 %	$3,493,903
Classified Salaries	$2,532,095	$2,507,213	($24,882)	$3,303,250	76.7 %	$771,155
Benefits	$3,913,859	$3,909,331	($4,528)	$5,165,923	75.8 %	$1,252,065
Total Personnel Expenses	$15,739,442	$16,050,589	$311,147	$21,256,565	74.0 %	$5,517,122
Books and Supplies	$3,519,415	$3,576,378	$56,964	$4,500,874	78.2 %	$981,459
Services	$4,251,704	$4,328,554	$76,850	$5,905,960	72.0 %	$1,654,256
Total Operational Expenses	$7,771,119	$7,904,932	$133,813	$10,406,834	74.7 %	$2,635,715
Total Expenses	$23,510,561	$23,955,521	$444,960	$31,663,399	74.3 %	$8,152,837
Net Income	($2,387,891)	($3,204,235)	$816,344	$178,606	-1,337.0 %	$2,566,498

Revenue
$21,122,670
Expenses
$23,510,561
Surplus / (Deficit)
($2,387,891)

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

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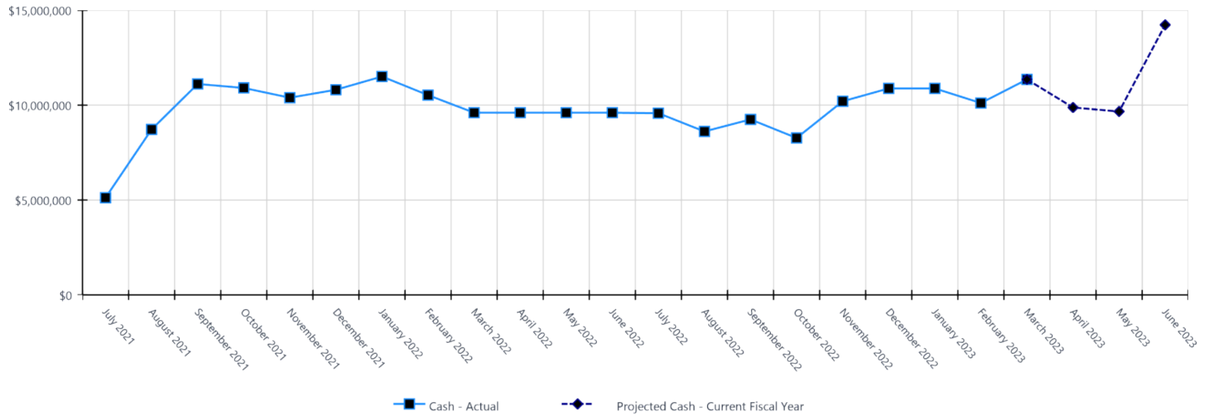
CSMC

Monthly Cash Balance Over Time

Current fiscal year and prior year



	Cash Amount	Actual or Projected
July 2021	$5,121,620.34	Actual
August 2021	$8,718,061.60	Actual
September 2021	$11,113,904.09	Actual
October 2021	$10,905,645.35	Actual
November 2021	$10,390,528.49	Actual
December 2021	$10,808,568.05	Actual
January 2022	$11,507,548.45	Actual
February 2022	$10,527,180.02	Actual
March 2022	$9,600,208.18	Actual
April 2022	$9,600,208.18	Actual
May 2022	$9,600,208.18	Actual
June 2022	$9,600,208.18	Actual

	Cash Amount	Actual or Projected
July 2022	$9,574,236.91	Actual
August 2022	$8,611,838.91	Actual
September 2022	$9,246,236.00	Actual
October 2022	$8,268,561.64	Actual
November 2022	$10,201,001.92	Actual
December 2022	$10,880,194.48	Actual
January 2023	$10,880,095.75	Actual
February 2023	$10,109,841.05	Actual
March 2023	$11,352,089.26	Actual
April 2023	$9,874,641.55	Projected
May 2023	$9,664,276.32	Projected
June 2023	$14,228,228.75	Projected

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Balance Sheet Summary FY 2022-2023 - March

The balance sheet displays all of the school's assets and the school's obligations ('liabilities') at a particular point in time. It is a useful way to ensure the school has enough money to pay off its debts.

Liquidity Ratio
2.2

Assets	
Current Assets	
Accounts Receivable	$445,473
Cash and Cash Equivalents	$11,352,089
Employee Advances	$976
Prepaid Expenses	$334,647
Short Term Investments	$768,842
Total Current Assets	*$12,902,027*
Fixed Assets	
Fixed Assets	$103,507
Total Fixed Assets	*$103,507*
Other Assets	
Other Assets	$10,220
Total Other Assets	*$10,220*
Total Assets	*$13,015,754*

Liabilities and Net Assets	
Current Liabilities	
Accounts Payable	$251,859
Accrued Liabilities	$2,302,666
Other Short Term Liability	$3,199,889
Total Current Liabilities	*$5,754,414*
Long Term Liabilities	
Other Liabilities	$99,606
Total Long Term Liabilities	*$99,606*
Total Liabilities	*$5,854,020*
Net Increase/(Decrease in Net Assets)	
Net Increase/(Decrease) in Net Assets	($2,387,891)
Total Net Increase/(Decrease) in Net Assets	*($2,387,891)*
Ending Net Assets	
Ending Net Assets	$9,549,625
Total Net Assets	*$9,549,625*
Total Liabilities and Net Assets	*$13,015,754*

Report created on 5/10/2023 9:25:11 AM for Compass Charter Schools

CSMC

CSMC Charter School Support Team

Executive VP of Client Services
Tom Nichols
tnichols@csmci.com

School Business Manager
Kristin Nowak
knowak@csmci.com

Account Manager
Mai Luong
mluong@csmci.com

Associate AM
Kimber Nelson
knelson@csmci.com

Report created on 5/10/2023 9:25:11 AM for Compass Charter Schools

Looking Ahead

5/15/2023	Form 990 Return of Exempt Organization
5/20/2023	Annual report for federal pandemic relief funds
	Charter school information survey due to CDE
5/20/2023	Board Meeting
5/31/2023	CSMC Webinar
	Winter Consolidated Application / CARS report possibly due
	Submit 2023-2024 Calendar to Student Data Services
6/1/2023	June Board Meeting: Approval of LCAP and Budget, due 6/30
6/2/2023	SB740 application due
6/7/2023	CSMC Regional Office Hours
6/24/2023	Board Meeting
7/9/2023	Date to be determined: CSMC Workshop: Charter Renewal
7/11/2023	Date to be determined: CSMC Workshop: Charter Renewal
7/22/2023	Finalize 2022-2023 Student Exit Codes and Completion Statuses in SIS
	2022–23 P-Annual Attendance Data
7/28/2023	CALPADS EOY Submission Closes
7/29/2023	CALPADS EOY Amendment Window Opens

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Financials through Apr 30, 2023

Monthly Financial Board Report

Prepared for: Compass Charter Schools

Prepared by School's CSMC SBM - Kristin Nowak

Financial Summary

Actual to Budget:
This report is as of Apr 30, 2023, compared against our board-approved budget.
YTD Revenues Through **Apr 30, 2023,** are **$23,537,349** or **.6% over** our current budget due to the timing of Federal Revenue such as **ELO** and **ESSER** ($248k), as well as **State Lottery** ($122k), **State Sped** ($253k). These were offset by less than anticipated **LCFF Revenues** ($444k)
YTD Expenses Through **Apr 30, 2023,** are **$26,462,408** or **2.3% under** our current budget due to lower than anticipated spending in **Benefits** ($295k), **Curriculum** ($189k), **Software** ($93k), and **Supplies** ($59k). These were offset by a slightly higher spending in **Services** ($49k)
Therefore, net income is **($2,925,059)** or **-20.5% over** our current budget.

Balance Sheet:
As of Apr 30, 2023, we had total cash of $12,274,544, short-term liabilities of $6,932,564, and long-term liabilities of $94,867. The ending fund balance is $6,624,565. Reconciled cash increased $922,454 in the month of April due to increases in Accounts Receivable ($305,902), Accounts Payable ($1,166,624) and Short-Term Liabilities ($1,099,606), partially offset by decreases in Accrued Liabilities ($1,088,081) and Net Assets ($537,167)

Report created on 5/15/2023 10:51:41 AM for Compass Charter Schools

Understanding the Financial Health of the Organization

The chart below explains some of the parameters that the school's leadership can evaluate to understand their financial health, and potential areas of weakness.

Cash Ratio

Ability to meet short-term obligations with cash

Current:	Target:
177.1 %	> 100.0 %

Formula:
(Cash) / (Current Liabilities)

Current Ratio (Liquidity)

Ability to pay short-term obligations

Current:	Target:
2.0	> 1.0

Formula:
(Current Assets) / (Current Liabilities)

Defensive Interval

Months of continued operation without incoming funds

Current:	Target:
5.0	> 3 months

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

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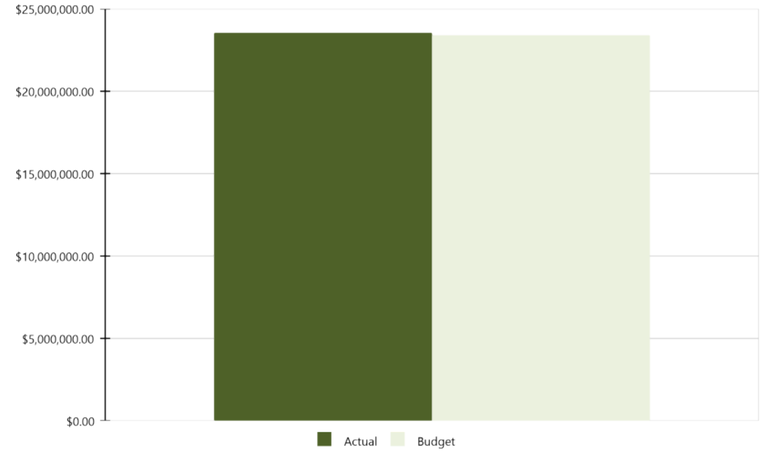
Compass Charter Schools Financial Snapshot

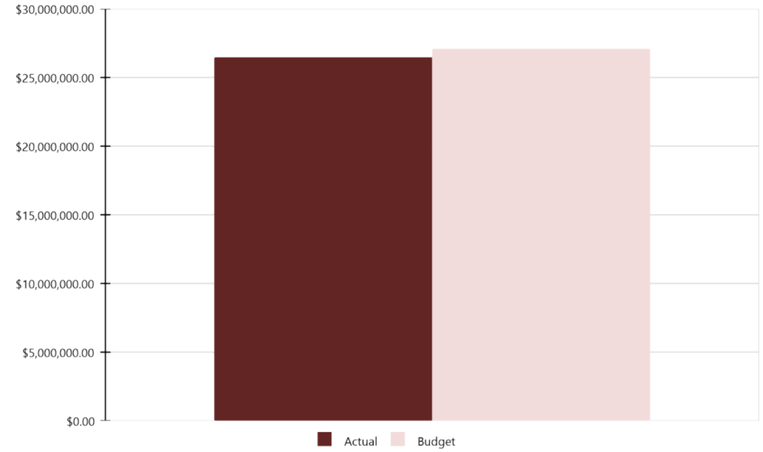
FY 2022-2023, July - April

Cash Balance
$12,274,544

Revenue to Date



Expense to Date



Revenue Summary	
Actual	$23,537,349
Budget	$23,395,524
Actual to Budget	0.6 %

Expense Summary	
Actual	$26,462,408
Budget	$27,072,798
Actual to Budget	-2.3 %

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Actual to Budget Summary

FY 2022-2023, July - April

	July - Last Closed			2022-2023		
Account Description	Actual	Budget	Variance $	Total Budget	Actual to Total Budget %	Remaining Budget
LCFF Revenue	$19,584,127	$20,028,459	($444,332)	$25,474,652	76.9 %	$5,890,525
Federal Revenue	$1,135,499	$1,013,576	$121,923	$1,966,618	57.7 %	$831,119
State Revenue	$2,681,268	$2,246,470	$434,798	$4,287,664	62.5 %	$1,606,397
Local Revenue	$136,455	$107,019	$29,436	$113,070	120.7 %	($23,385)
Total Revenue	$23,537,349	$23,395,524	$141,825	$31,842,005	73.9 %	$8,304,656
Certificated Salaries	$10,427,722	$10,937,991	$510,269	$12,787,392	81.5 %	$2,359,669
Classified Salaries	$2,797,864	$2,772,559	($25,306)	$3,303,250	84.7 %	$505,385
Benefits	$4,518,344	$4,328,195	($190,150)	$5,165,923	87.5 %	$647,579
Total Personnel Expenses	$17,743,931	$18,038,745	$294,814	$21,256,565	83.5 %	$3,512,634
Books and Supplies	$3,799,985	$4,164,305	$364,320	$4,500,874	84.4 %	$700,889
Services	$4,918,492	$4,869,748	($48,744)	$5,905,960	83.3 %	$987,468
Total Operational Expenses	$8,718,477	$9,034,053	$315,576	$10,406,834	83.8 %	$1,688,357
Total Expenses	$26,462,408	$27,072,798	$610,390	$31,663,399	83.6 %	$5,200,990
Net Income	($2,925,059)	($3,677,274)	$752,215	$178,606	-1,637.7 %	$3,103,665

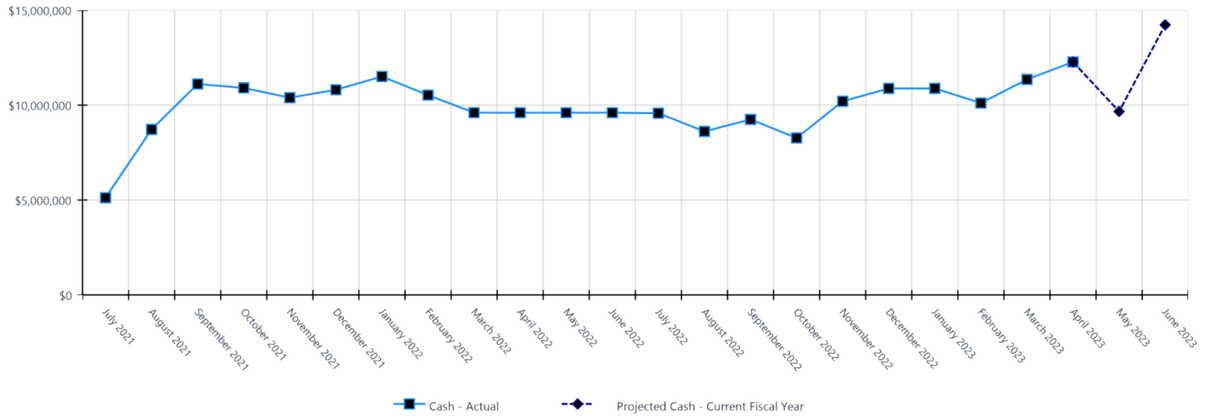
Revenue
$23,537,349
Expenses
$26,462,408
Surplus / (Deficit)
($2,925,059)

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

Report created on 5/15/2023 10:51:42 AM for Compass Charter Schools

Monthly Cash Balance Over Time

Current fiscal year and prior year



	Cash Amount	Actual or Projected
July 2021	$5,121,620.34	Actual
August 2021	$8,718,061.60	Actual
September 2021	$11,113,904.09	Actual
October 2021	$10,905,645.35	Actual
November 2021	$10,390,528.49	Actual
December 2021	$10,808,568.05	Actual
January 2022	$11,507,548.45	Actual
February 2022	$10,527,180.02	Actual
March 2022	$9,600,208.18	Actual
April 2022	$9,600,208.18	Actual
May 2022	$9,600,208.18	Actual
June 2022	$9,600,208.18	Actual

	Cash Amount	Actual or Projected
July 2022	$9,574,236.91	Actual
August 2022	$8,611,838.91	Actual
September 2022	$9,246,236.00	Actual
October 2022	$8,268,561.64	Actual
November 2022	$10,201,001.92	Actual
December 2022	$10,880,194.48	Actual
January 2023	$10,880,095.75	Actual
February 2023	$10,109,841.05	Actual
March 2023	$11,352,089.26	Actual
April 2023	$12,274,544.19	Actual
May 2023	$9,664,276.32	Projected
June 2023	$14,228,228.75	Projected

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Balance Sheet Summary FY 2022-2023 - April

The balance sheet displays all of the school's assets and the school's obligations ('liabilities') at a particular point in time. It is a useful way to ensure the school has enough money to pay off its debts.

Liquidity Ratio
2.0

Assets	
Current Assets	
Accounts Receivable	$139,571
Cash and Cash Equivalents	$12,274,544
Employee Advances	($73)
Prepaid Expenses	$360,157
Short Term Investments	$768,842
Total Current Assets	*$13,543,040*
Fixed Assets	
Fixed Assets	$98,736
Total Fixed Assets	*$98,736*
Other Assets	
Other Assets	$10,220
Total Other Assets	*$10,220*
Total Assets	*$13,651,996*

Liabilities and Net Assets	
Current Liabilities	
Accounts Payable	$1,418,484
Accrued Liabilities	$1,214,585
Other Short Term Liability	$4,299,495
Total Current Liabilities	*$6,932,564*
Long Term Liabilities	
Other Liabilities	$94,867
Total Long Term Liabilities	*$94,867*
Total Liabilities	*$7,027,430*
Net Increase/(Decrease in Net Assets)	
Net Increase/(Decrease) in Net Assets	($2,925,059)
Total Net Increase/(Decrease) in Net Assets	*($2,925,059)*
Ending Net Assets	
Ending Net Assets	$9,549,625
Total Net Assets	*$9,549,625*
Total Liabilities and Net Assets	*$13,651,996*

Report created on 5/15/2023 10:51:42 AM for Compass Charter Schools

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CSMC Charter School Support Team

Executive VP of Client Services
Tom Nichols
tnichols@csmci.com

School Business Manager
Kristin Nowak
knowak@csmci.com

Account Manager
Mai Luong
mluong@csmci.com

Associate AM
Kimber Nelson
knelson@csmci.com

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Looking Ahead

5/20/2023	Annual report for federal pandemic relief funds
	Charter school information survey due to CDE
5/20/2023	Board Meeting
5/31/2023	CSMC Webinar
	Winter Consolidated Application / CARS report possibly due
	Submit 2023-2024 Calendar to Student Data Services
6/1/2023	June Board Meeting: Approval of LCAP and Budget, due 6/30
6/2/2023	SB740 application due
6/7/2023	CSMC Regional Office Hours
6/24/2023	Board Meeting
7/9/2023	Date to be determined: CSMC Workshop: Charter Renewal
7/11/2023	Date to be determined: CSMC Workshop: Charter Renewal
7/22/2023	Finalize 2022-2023 Student Exit Codes and Completion Statuses in SIS
	2022–23 P-Annual Attendance Data
7/28/2023	CALPADS EOY Submission Closes
7/29/2023	CALPADS EOY Amendment Window Opens

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Coversheet

B. Operations Division Report

Section: X. Operations
Item: B. B. Operations Division Report
Purpose: FYI
Submitted by:
Related Material: Operations Division Report - May 2023 docx final.docx.pdf

Operations Division Report

May 20, 2023

This report is meant to highlight several functional areas with updates for the Board of Directors:

I am so proud to share all the ongoing accomplishments being made by the Operations Division! The dedication and commitment to the success of our scholars by the entire Division is apparent in all the work being done in every department.

This year, the Division is focused on improving our service experience with all our educational partners, including staff, scholars, and families. We will be achieving this through both of the CCS school-wide WIG's: (1)*" 100% of staff will report increased coherence, improved culture, and greater connectedness by the end of the 2022-2023 school year,* and *(2) 100% of eligible scholars will graduate by the end of the 2022-2023 school year.* Each department within the Division is contributing to this in their own way

- The Community Providers Department is already starting work for the 23-24 school year. The Community Providers team in collaboration with David Brasch, the IT Director has decided to move the vendor renewal process for the 23-24 school year back to Jot Form for the 23-24 school year. This is a much more streamlined process and will allow the CP team to better manage the hundreds of annual renewals.

- In an effort to continue offering scholars the opportunity to make use of the CCS Curriculum locker, no matter when they joined Compass family, Scholars that enrolled on or after March 31, 2023, were given $25.00 in Educational Support Funds to be applied to a Curriculum Locker order. While there is no charge to the scholars for any items in the Curriculum Locker, these funds will cover the shipping costs only.

- The IT team under the direction of David Brasch continues to focus on several areas:

    - The IT department has been working on developing a new Data Studio,a function of Google that allows us to create and personalized dashboards to analyze data and present strategy results, to provide real time information on Synchronous Instruction and Live Interaction. Currently we are soliciting feedback from the staff and plan to release the new Dashboard at the start of the 23-24 school year.
    - The staff have completed (9) training courses so far as part of our TPX cyber security training program. The analytics from the phishing simulation from September through January show that staff are much better at recognizing vulnerabilities in their email and marking items as spam or asking questions if they are unsure.

- The Finance team led by Melissa Alcaraz, the CCS Finance Coordinator, held the final department budget meetings of the year with department heads. The meetings reviewed annual expenditures, looked at any opportunities for next year to make adjustments, captured and reallocated unspent funds as needed. We received very positive feedback from staff who shared the partnership in the budget process was extremely helpful to them and provided better insight into the fiscal responsibilities of their work.

- Brooklyn Coney, the CCS Finance Clerk continues monitoring our LCAP and SPED expenditures to ensure they align with our budget and plan. The work she has done on various projects and processes have been very successful and she continues to refine in real time to provide the most current and accurate information to the team.

- The CCS Office Manager, Nicole Sendejaz continues to update the vast selection being offered in the Curriculum Locker. The Curriculum Locker has experienced a significant increase in usage this school year, with office equipment, Lakeshore Learning, and other learning game materials being the most frequently requested items. In response to this demand, we have been diligently working to expand our offerings, including adding two new categories to our catalog: Art and Foreign Language materials. These items were incredibly popular, receiving numerous requests within a week of being uploaded. We remain committed to continuously adding new products and categories to meet the needs of our Scholars. To further increase usage, we have been promoting newly added items through our MMU to inform parents as soon as they become available. This strategy has also helped to raise awareness of the Curriculum Locker and what if offers.

- Under the Direction of Dr. Danielle Gamez, the Operations Department is composed of several teams including Attendance, Compliance, Registration, Scholar Advocacy (McKinney Vento and Purple Star scholars), and Outreach. The department works daily to ensure all CCS scholars are well served. Some areas of note are:

    - Compass has had a very successful re-enrollment season, with 83% of scholars re-committing to Compass for the 2023-24 school year. The enrollment team took extra care in reaching out to all special populations with one on one contact. We also have a record number of new applications moving through the enrollment process. 380 as of May 12th! The thoughtfulness and dedication showcased by the team have been excellent examples of the Gold Standard!

    - In support of WIG #1, the Operations Department has conducted several connection meetings but recently had the pleasure of welcoming Liz Brenner to the April Operations Connection Meeting. The team was able to introduce themselves and have a great discussion about trust and empathy interviews, directly with the CEO! We were thrilled at this opportunity. Since then, we have been thoughtfully moving through the empathy interview process in an effort to ensure operations staff feel heard and understood.

The Operations Division team is looking forward to a strong and successful close to the 22-23 school year and our ongoing contributions to the success of CCS scholars!

Respectfully Submitted,
Lisa Fishman, CBO

Chief Operations Officer

Coversheet

People Division Update

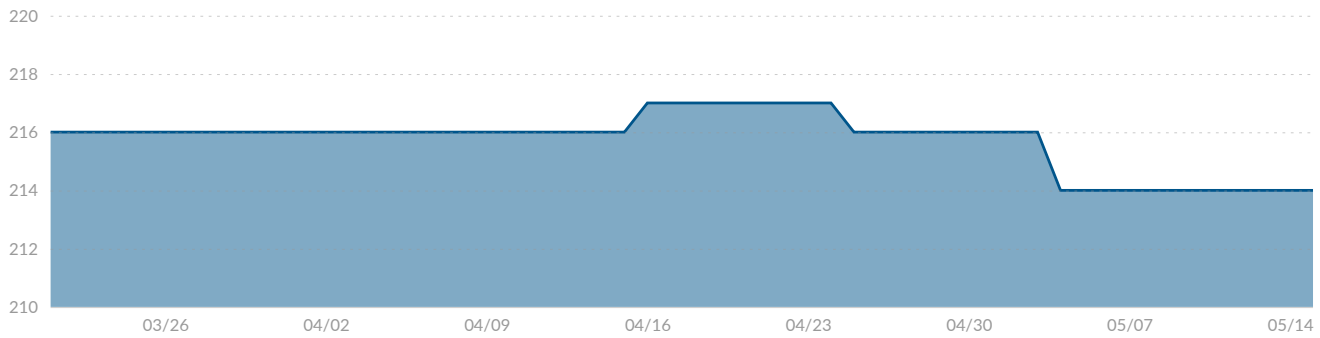
Section: XI. People Division
Item: A. People Division Update
Purpose: FYI
Submitted by:
Related Material: BOD - Additions & Terminations - 05-16-23.pdf
BOD Report - People Division - May 2023 - Updated.pdf

05/16/2023

Additions & Terminations

Dates
2023-03-22 - 2023-05-16

Employee Head Count



Additions (1)

Name	Employment Status	Department	Division	Location	Job Title	Hire Date
Hernandez, Odalis	Full-Time Non-Exempt (11 month)	Special Education	Academic Services	Remote	Special Education Instructional Aide	04/17/2023

Terminations (3)

Name	Employment Status	Department	Division	Location	Job Title	Hire Date	Termination Date
Garcia, Josue	Full-Time - Exempt	Administration	Leadership Team	Remote	Executive Assistant to the Superintendent	03/15/2021	05/05/2023
Olton, Angela	Full-Time Non-Exempt (11 month)	Special Education	Academic Services	Remote	Education Specialist	09/19/2022	05/05/2023
Escobar, Maria	10 month staff Summer Break	Options Program	Academic Services	Orange County Learning Center	Paraprofessional	09/20/2021	04/26/2023

People Division Report
May 20, 2023

This report highlights, for the Board of Directors, areas on which the People Division Team has worked:

- The Human Resources team is preparing for the 2023-24 school year staffing needs. We are still utilizing Competency-Based Inventories for open positions and continuing our work to create inventory and interview templates for each role. We are currently working on filling the current vacancies for the upcoming year:
    - Chief Academic Officer
    - Executive Assistant to the Superintendent & CEO
    - High School Coordinator (Online)
    - Eligibility Pools:
        - Education Specialists
        - Supervising Teachers

- The Human Resources team will be collaborating with the Chief Operations Officer on the transition of HRIS platform from BambooHR to ADP.
    - After review of our current HRIS we wanted to ensure a better experience for staff by reducing the number of systems utilized between HR and Payroll.
    - This change would effectively merge the HRIS and Payroll systems, reducing redundancies, and opportunities for error.
    - We plan on full implementation by or before August 1, 2023.

- Updates on our continued partnership with the Riverside County Office of Education's Center for Teacher Innovation, to help teachers with preliminary teacher credentials clear their credentials. The online induction program paired Compass candidates with internal coaches started in October. There are two candidates for the 2022-23 school year, both are Education Specialists:
    - We are excited to share that our Education Specialist candidates have submitted their requirements for the 2022-23 cycle, and are currently awaiting a status update from program administrators.
    - Staff needing to clear credentials will have the opportunity to sign up for the 2023-24 cycle in July and August.

- Our work with the consulting firm, Learner-Centered Collaborative, has progressed:

  - Our Training and Development manager continues to collaborate and support the learning pathways with Catina Hancock from the Learner Centered Collaborative and Kasey Wingate, our Director of Academic Support.
  - As we wrap up the second cycle we are looking forward to our celebration of learning that will take place on June 15, 2023.
  - We are reviewing feedback from leadership and staff and look forward to providing additional support for the Growth & Development plans.

- Our plans for Training and Development for the 2023-24 school year are well underway, starting with the introduction of the SDI Core Strengths and Restorative Justice Practice and Trauma-Informed Care practices to all staff.
  - Compass introduced the SDI Core Strengths to the leadership team at the start of the 2022-23 school year.
    - SDI is an assessment that allows staff and leadership to measure their core motives, how they experience conflict, their strengths, and how strengths can be overdone, potentially limiting interpersonal effectiveness. With these measurements, it delivers personalized Relationship Intelligence to help us build trust and form productive relationships amongst our teams.
  - Restorative Justice Practice and Trauma-Informed Care began as a DEI committee initiative that was introduced to staff as a workshop on the principles and practices of restorative justice at our March In-Service day.
    - This is a program of study from San Diego State University that places an emphasis on using a culturally-responsive curriculum to implement trauma-informed and innovative restorative practices for staff to use daily as a measure to rebuild trust and strengthen working relationships throughout the Compass community.
    - We will have a presenter at the all-staff retreat to introduce the program and the process for implementation during the 2023-24 school year.
    - Staff will have the opportunity to train with the Restorative Justice educators and Debra LaCroix, our Training and Development manager throughout the Fall and Winter before implementing these practices.
  - The People Divisions is looking forward to leveraging the insight that we gather through the SDI along with the training we receive from Restorative Justice to create supports for Compass staff via professional learning, workshops, and short asynchronous sessions.
  - The People Division will provide a general session, workshops, and team exercises on the SDI Core Strengths for the All-Staff Retreat in August as well as adding these concepts to the training we provide for staff and supervisors moving into the 2023-24 school year, and across our three-year organizational plan.

- 2023-24 Salary Memos will be shared with staff in June, prior to the conclusion of the 2022-23 school year.

- 2023-24 Employee Salary Schedules
    - Salary schedules have been updated to reflect a modest 5% increase for the Cost of Living Adjustment (COLA). *Please see enclosed attachments.*

- 2023-24 Employee Handbook Updates
    - Handbook updates have been submitted to and reviewed by our legal team at Young, Minney & Corr. *Please see enclosed attachment for the Board's review and approval.*
    - We have also created a list of changes for the 2023-24 school year. *Please see the enclosed attachment.*

- Organizational changes have transpired since the last meeting. *Please see the enclosed worksheet.*

I appreciate the hard work and collaboration from within the People Division and throughout the organization as we work to support our amazing and dedicated staff.

Respectfully Submitted,
Sophie Trivino
Chief People Officer

Coversheet

Review and Approval of the Revised 2023-24 Staff Salary Schedules

Section:	XI. People Division
Item:	B. Review and Approval of the Revised 2023-24 Staff Salary Schedules
Purpose:	Vote
Submitted by:	
Related Material:	2023-24 Salary Schedules- DRAFT - Adminstration.pdf 2023-24 Salary Schedules- DRAFT - Support Staff.pdf 2023-24 Salary Schedules- DRAFT - Certificated.pdf

2023-24 Administration Salary Schedule (12-month)

STEP	Superintendent Salary	Daily	Hourly	STEP	Chief Salary	Daily	Hourly	STEP	Director Salary	Daily	Hourly
0 (-10%)	$177,283	$679.25	$84.91	0 (-10%)	$134,766	$516.34	$64.54	0 (-10%)	$105,443	$404.00	$50.50
1	$196,981	$754.72	$94.34	1	$149,739	$573.71	$71.71	1	$117,159	$448.89	$56.11
2	$201,906	$773.59	$96.70	2	$153,483	$588.06	$73.51	2	$120,089	$460.11	$57.51
3	$206,953	$792.92	$99.12	3	$157,320	$602.76	$75.34	3	$123,090	$471.61	$58.95
4	$212,127	$812.75	$101.59	4	$161,253	$617.83	$77.23	4	$126,167	$483.40	$60.42
5	$217,430	$833.07	$104.13	5	$165,284	$633.27	$79.16	5	$129,322	$495.49	$61.94
6	$222,866	$853.89	$106.74	6	$169,416	$649.10	$81.14	6	$132,555	$507.87	$63.48
7	$228,438	$875.24	$109.41	7	$173,652	$665.33	$83.17	7	$135,869	$520.57	$65.07
8	$234,149	$897.12	$112.14	8	$177,933	$681.74	$85.22	8	$139,266	$533.59	$66.70
9	$240,002	$919.55	$114.94	9	$182,443	$699.02	$87.38	9	$142,746	$546.92	$68.36
10	$246,002	$942.54	$117.82	10	$187,004	$716.49	$89.56	10	$146,316	$560.60	$70.07
Increase	2.50%			Increase	2.50%			Increase	2.50%		

2023-24 Administration Salary Schedule (12-month)

STEP	Manager Salary (12-month)	Daily	Hourly	STEP	Coordinator II Salary (12-month)	Daily	Hourly	STEP	Coordinator I Salary (12-month)	Daily	Hourly
0 (-10%)	$88,670	$339.73	$42.47	0 (-10%)	$74,127	$284.01	$35.50	0 (-10%)	$60,232	$230.77	$28.85
1	$98,523	$377.48	$47.19	1	$82,363	$315.57	$39.45	1	$66,925	$256.42	$32.05
2	$100,986	$386.92	$48.36	2	$84,422	$323.46	$40.43	2	$68,598	$262.83	$32.85
3	$103,510	$396.59	$49.57	3	$86,533	$331.54	$41.44	3	$70,313	$269.40	$33.67
4	$106,098	$406.51	$50.81	4	$88,696	$339.83	$42.48	4	$72,071	$276.13	$34.52
5	$108,750	$416.67	$52.08	5	$90,913	$348.33	$43.54	5	$73,873	$283.04	$35.38
6	$111,469	$427.08	$53.39	6	$93,186	$357.03	$44.63	6	$75,719	$290.11	$36.26
7	$114,256	$437.76	$54.72	7	$95,516	$365.96	$45.75	7	$77,612	$297.36	$37.17
8	$117,112	$448.70	$56.09	8	$97,904	$375.11	$46.89	8	$79,553	$304.80	$38.10
9	$120,040	$459.92	$57.49	9	$100,351	$384.49	$48.06	9	$81,541	$312.42	$39.05
10	$123,041	$471.42	$58.93	10	$102,860	$394.10	$49.26	10	$83,580	$320.23	$40.03
Increase	2.50%			Increase	2.50%			Increase	2.50%		

2023-24 Administration Salary Schedule (11-month)

STEP	Manager Salary (11-month)	Daily	Hourly	STEP	Coordinator II Salary (11-month)	Daily	Hourly	STEP	Coordinator I Salary (11-month)	Daily	Hourly
0 (-10%)	$79,837	$339.73	$42.47	0 (-10%)	$66,742	$284.01	$35.50	0 (-10%)	$54,232	$230.77	$28.85
1	$88,708	$377.48	$47.19	1	$74,158	$315.57	$39.45	1	$60,258	$256.42	$32.05
2	$90,926	$386.92	$48.36	2	$76,012	$323.46	$40.43	2	$61,764	$262.83	$32.85
3	$93,199	$396.59	$49.57	3	$77,913	$331.54	$41.44	3	$63,309	$269.40	$33.68
4	$95,529	$406.51	$50.81	4	$79,860	$339.83	$42.48	4	$64,891	$276.13	$34.52
5	$97,917	$416.67	$52.08	5	$81,857	$348.33	$43.54	5	$65,514	$278.78	$34.85
6	$100,365	$427.09	$53.39	6	$83,903	$357.03	$44.63	6	$68,176	$290.11	$36.26
7	$102,874	$437.76	$54.72	7	$86,001	$365.96	$45.75	7	$69,881	$297.37	$37.17
8	$105,446	$448.71	$56.09	8	$88,151	$375.11	$46.89	8	$71,628	$304.80	$38.10
9	$108,082	$459.92	$57.49	9	$90,355	$384.49	$48.06	9	$73,419	$312.42	$39.05
10	$110,784	$471.42	$58.93	10	$92,613	$394.10	$49.26	10	$75,254	$320.23	$40.03
Increase	2.50%			Increase	2.50%			Increase	2.50%		

Longevity Stipend		Higher Ed. Stipend	
2 - 5 Years	$2,000.00	Masters	$1,500.00
6 - 10 Years	$4,000.00	Doctorate	$2,500.00
10+ Years	$6,000.00		

	2023-24 Support Staff Hourly Schedule									
STEP	Specialist II			Specialist I			Assistant			
	Hourly	11-month	12-month	Hourly	11-month	12-month	Hourly	10-month	11-month	12-month
0 (-10%)	$26.67	$43,739	$48,006	$22.14	$36,310	$39,852	$18.21	$7,976	$29,864	$32,778
1	$29.64	$48,610	$53,352	$24.61	$40,360	$44,298	$20.23	$8,861	$33,177	$36,414
2	$30.38	$49,823	$54,684	$25.23	$41,377	$45,414	$20.74	$9,084	$34,014	$37,332
3	$31.14	$51,070	$56,052	$25.86	$42,410	$46,548	$21.26	$9,312	$34,866	$38,268
4	$31.92	$52,349	$57,456	$26.50	$43,460	$47,700	$21.79	$9,544	$35,736	$39,222
5	$32.72	$53,661	$58,896	$27.17	$44,559	$48,906	$22.33	$9,781	$36,621	$40,194
6	$33.54	$55,006	$60,372	$27.85	$45,674	$50,130	$22.89	$10,026	$37,540	$41,202
7	$34.38	$56,383	$61,884	$28.54	$46,806	$51,372	$23.46	$10,275	$38,474	$42,228
8	$35.23	$57,777	$63,414	$29.26	$47,986	$52,668	$24.05	$10,534	$39,442	$43,290
9	$36.12	$59,237	$65,016	$29.99	$49,184	$53,982	$24.65	$10,797	$40,426	$44,370
10	$37.02	$60,713	$66,636	$30.74	$50,414	$55,332	$25.27	$11,067	$41,437	$45,479
11	$37.94	$62,222	$68,292	$31.51	$51,676	$56,718	$25.90	$11,344	$42,476	$46,620
12	$38.89	$63,780	$70,002	$32.29	$52,956	$58,122	$26.55	$11,629	$43,542	$47,790
Increase	2.50%			2.50%			2.50%			

Longevity Stipend		Higher Ed. Stipend	
2 - 5 Years	$2,000.00	Masters	$1,500.00
6 - 10 Years	$4,000.00	Doctorate	$2,500.00
10+ Years	$6,000.00		

	2023-24				
	Working Days	Working Hours	Paid Holidays	Total Paid	Total Paid Hours
12-month	225	1800	36	261	2088
11-month	205	1640	30	235	1880
10 - month**	73	438	0	73	438

**based on 6 hour schedule

2023-24 Certificated Salary Schedules

STEP	Counselor Salary	Hourly	Daily	Total Paid
1	$71,329	$37.94	$303.53	**$71,329**
2	$73,112	$38.89	$311.12	**$73,112**
3	$74,940	$39.86	$318.89	**$74,940**
4	$76,814	$40.86	$326.87	**$76,814**
5	$78,734	$41.88	$335.04	**$78,734**
6	$80,702	$42.93	$343.41	**$80,702**
7	$82,720	$44.00	$352.00	**$82,720**
8	$84,788	$45.10	$360.80	**$84,788**
9	$86,907	$46.23	$369.82	**$86,907**
10	$89,080	$47.38	$379.06	**$89,080**
11	$91,307	$48.57	$388.54	**$91,307**
12	$93,590	$49.78	$398.25	**$93,590**
13	$95,930	$51.03	$408.21	**$95,930**
14	$98,328	$52.30	$418.42	**$98,328**
15	$100,786	$53.61	$428.88	**$100,786**
16	$103,306	$54.95	$439.60	**$103,306**
17	$105,888	$56.32	$450.59	**$105,888**
18	$108,536	$57.73	$461.85	**$108,536**
	Increase	**2.50%**		

STEP	Education Specialist Salary	Hourly	Daily	Total Paid
1	$62,978	$34.23	$273.82	**$62,978**
2	$64,552	$40.14	$280.66	**$64,552**
3	$66,166	$41.15	$287.68	**$66,166**
4	$67,820	$42.18	$294.87	**$67,820**
5	$69,516	$43.23	$302.24	**$69,516**
6	$71,254	$44.31	$309.80	**$71,254**
7	$73,035	$45.42	$317.54	**$73,035**
8	$74,861	$46.56	$325.48	**$74,861**
9	$76,733	$47.72	$333.62	**$76,733**
10	$78,651	$48.91	$341.96	**$78,651**
11	$80,617	$50.13	$350.51	**$80,617**
12	$82,633	$51.39	$359.27	**$82,633**
13	$84,698	$52.67	$368.25	**$84,698**
14	$86,816	$53.99	$377.46	**$86,816**
15	$88,986	$55.34	$386.90	**$88,986**
16	$91,211	$56.72	$396.57	**$91,211**
17	$93,491	$58.14	$406.48	**$93,491**
18	$95,828	$59.59	$416.64	**$95,828**
	Increase	**2.50%**		

STEP	Supervising Teacher Salary	Hourly	Daily	Total Paid
1	$59,549	$32.36	$258.91	$59,549
2	$61,038	$33.17	$265.38	$61,038
3	$62,563	$34.00	$272.01	$62,563
4	$64,128	$34.85	$278.82	$64,128
5	$65,731	$35.72	$285.79	$65,731
6	$67,374	$36.62	$292.93	$67,374
7	$69,058	$37.53	$300.25	$69,058
8	$70,785	$38.47	$307.76	$70,785
9	$72,554	$39.43	$315.45	$72,554
10	$74,368	$40.42	$323.34	$74,368
11	$76,228	$41.43	$331.43	$76,228
12	$78,133	$42.46	$339.71	$78,133
13	$80,087	$43.53	$348.20	$80,087
14	$82,089	$44.61	$356.91	$82,089
15	$84,141	$45.73	$365.83	$84,141
16	$86,244	$46.87	$374.97	$86,244
17	$88,401	$48.04	$384.35	$88,401
18	$90,611	$49.25	$393.96	$90,611
	Increase	**2.50%**		

Longevity Stipend		Higher Ed. Stipend	
2 - 5 Years	$2,000.00	**Masters**	$1,500.00
6 - 10 Years	$4,000.00	**Doctorate**	$2,500.00
10+ Years	$6,000.00		

Coversheet

Review and Approval of the 2023-24 Employee Handbook

Section:	XI. People Division
Item:	C. Review and Approval of the 2023-24 Employee Handbook
Purpose:	Vote
Submitted by:	
Related Material:	2023-24 - Employee Handbook - Final.pdf 2023-24 Employee Handbook Changes.pdf

Employee Handbook
2023-24

850 Hampshire Road, Suite R
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 also understand that if I am ever unclear on any language, or policies and procedures in this Handbook, it is my responsibility to seek clarification from the School.

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, and return the electronic acknowledgment form to Human Resources. Retain this Handbook for your reference.

ACCEPTABLE USE POLICY

SECTION 37 – SCHOLAR POLICY –SCHOLAR USE OF TECHNOLOGY POLICY

The Board of Directors of Compass Charter Schools finds that new technologies are modifying the way in which information may be accessed, communicated and transferred. Those changes also alter instruction and scholar learning. The Charter School offers scholars access to technologies that may include reimbursement of Internet access, electronic mail, and equipment, such as computers, tablets, or other multimedia hardware. By its adoption of this Policy, the Board intends that technological resources provided by the Charter School be used in a safe, responsible, and proper manner in support of the instructional program and for the advancement of scholar learning.

Educational Purpose

Use of Charter School equipment and access to the Internet via Charter School equipment and resource networks is intended to serve and pursue educational goals and purposes. Scholar use of the Internet is therefore limited to only those activities that further or enhance the delivery of education. Scholars and staff have a duty to use Charter School resources only in a manner specified in the Policy.

"Educational purpose" means classroom activities, research in academic subjects, career or professional development activities, Charter School approved personal research activities, or other purposes as defined by the Charter School from time to time.

"Inappropriate use" means a use that is inconsistent with an educational purpose or that is in clear violation of this policy and the Acceptable Use Agreement.

Notice and Use

The Charter School shall notify scholars and parents/guardians about authorized uses of Charter School computers, user obligations and responsibilities, and consequences for unauthorized use and/or unlawful activities.

Before a scholar is authorized to use the Charter School's technological resources, the scholar and his/her parent/guardian shall sign and return the Acceptable Use Agreement specifying user obligations and responsibilities. In that agreement, the scholar and his/her parent/guardian shall agree not to hold the Charter School or any Charter School staff responsible for the failure of any technology protection measures, violations of copyright restrictions, or user mistakes or negligence. They shall also agree to indemnify and hold harmless the Charter School and Charter School personnel for any damages or costs incurred.

Safety

The Charter School shall ensure that all Charter School computers with Internet access have a technology protection measure that blocks or filters Internet access to websites that have no educational purpose and/or contain visual depictions that are obscene, constitute child pornography, or that are harmful to minors. While the Charter School is able to exercise reasonable control over content created and purchased by the Charter School, it has limited control over content accessed via the internet and

no filtering system is 100% effective. Neither the Charter School nor its staff shall be responsible for the failure of any technology protection measures, violations of copyright restrictions, or user mistakes, misuse or negligence.
To reinforce these measures, the Superintendent & CEO or designee shall implement rules and procedures designed to restrict scholars' access to harmful or inappropriate matter on the Internet and to ensure that scholars do not engage in unauthorized or unlawful online activities. Staff shall monitor scholars while they are using online services and may have teacher aides, scholar aides, and volunteers assist in this monitoring.

The Superintendent & CEO or designee also shall establish regulations to address the safety and security of scholars and scholar information when using email, chat rooms, and other forms of direct electronic communication.

The Superintendent & CEO or designees shall provide age-appropriate instruction regarding safe and appropriate behavior on social networking sites, chat rooms, and other Internet services. Such instruction shall include, but not be limited to, maintaining the scholar’s online reputation and ensuring their personal safety by keeping their personal information private, the dangers of posting personal information online, misrepresentation by online predators, how to report inappropriate or offensive content or threats, behaviors that constitute cyberbullying, and how to respond when subjected to cyberbullying as defined in the Charter School’s charter. Scholars are expected to follow safe practices when using Charter School technology.

Scholars shall not use the Internet to perform any illegal act or to help others perform illegal acts. Illegal acts include, but are not limited to, any activities in violation of local, state, and federal law and/or accessing information designed to further criminal or dangerous activities. Such information includes, but is not limited to, information that if acted upon could cause damage, present a danger, or cause disruption to the Charter School, other scholars, or the community. Damaging, debilitating or disabling computers, computer networks or systems through the intentional or overuse of electronic distribution or the spreading of computer viruses or other harmful programs shall be prohibited. Any unauthorized online access to other computers by means of hacking into other computers, downloading hacker tools such as port scanners and password crackers designed to evade restrictions shall also be strictly prohibited.

Scholar use of Charter School computers to access social networking sites is not prohibited, but access is limited to educational purposes only. To the extent possible, the Superintendent & CEO or designee shall block access to such sites on Charter School computers with Internet access.

The Superintendent & CEO or designee shall oversee the maintenance of the Charter School’s technological resources and may establish guidelines and limits on their use. All employees shall receive a copy of this policy and the accompanying Acceptable Use Agreement describing expectations for appropriate use of the system and shall also be provided with information about the role of staff in supervising scholar use of technological resources. All employees shall comply with this policy and the Acceptable Use Agreement, in addition to any separate policies governing employee use of technology. Scholar use of Charter School’s computers, networks, and Internet services is a privilege, not a right. Compliance with the Charter School’s policies and rules concerning computer use is mandatory.

Scholars who violate these policies and rules may have their computer privileges limited and may be subject to discipline, including but not limited to suspension or expulsion per school policy.

ACCEPTABLE USE AGREEMENT

The Charter School believes that providing access to technology enhances the educational experience for scholars. However, scholar use of Charter School computers, networks, and Internet services is a privilege, not a right. To make that experience successful for everyone, scholars must abide by the following terms and conditions:

1. **Security.** Scholars shall not impair the security of Charter School technology resources. Scholars are expected to:
    a. Safeguard all personal passwords. Scholars should not share passwords with others and should change passwords frequently. Scholars are expected to notify an administrator immediately if they believe their scholar account has been compromised.
    b. Access technology only with their account or with a shared account as directed by their teacher and not to allow others to use their account or to use the accounts of others, with or without the account owner's authorization.

2. **Authorized Use.** Scholars may use Charter School technology resources when directed by a teacher, when technology has been designated for open scholar use (e.g., computers in the library), and for other educational purposes.

3. **Protection Measures.** While the Charter School is able to exercise reasonable control over content created and purchased by the Charter School, it has limited control over content accessed via the internet and no filtering system is 100% effective. Neither the Charter School nor its staff shall be responsible for the failure of any technology protection measures, violations of copyright restrictions, or user mistakes, misuse or negligence. The scholar and parent agree not to hold the Charter School or any Charter School staff responsible for the failure of any technology protection measures, violations of copyright restrictions, or user mistakes, misuse or negligence. They also agree to indemnify and hold harmless the Charter School and Charter School personnel for any damages or costs incurred.

4. **Inappropriate Use.** Charter School technology, hardware, software and bandwidth are shared and limited resources and all users have an obligation to use those resources responsibly. Scholars are provided access to the Charter School technology primarily for educational purposes. Scholars shall not use Charter School technology or equipment for personal activities or for activities that violate Charter School policy or local law. These include but are not limited to:
    a. Playing games or online gaming.
    b. Downloading software, music, movies or other content in violation of licensing requirements, copyright or other intellectual property rights.
    c. Installing software on Charter School equipment without the permission of a supervising teacher or other authorized Charter School staff person.

d. Downloading, viewing or sharing inappropriate content, including pornographic, defamatory or otherwise offensive material.
e. Conducting any activity that is in violation of Charter School policy or local, state or federal law.
f. Engaging in any activity that is harmful to other scholar(s), including the use of technology to harass, intimidate, bully or otherwise disrupt the educational process.
g. Conducting for-profit business.
h. Using hacking tools on the network or intentionally introducing malicious code or viruses into the Charter School's network.
i. Using any software or proxy service to obscure either the scholar's IP address or the sites that the scholar visits.
j. Disabling, bypassing, or attempting to disable or bypass any system monitoring, filtering or other security measures.
k. Accessing or attempting to access material or systems on the network that the scholar is not authorized to access.

5. **No Expectation of Privacy.** Scholar acknowledges that computer equipment, Internet access networks, email accounts, and any other technology resources are owned by Charter School and provided to scholars for educational purposes. The Charter School may require staff to monitor and supervise all access to computer equipment, Internet access networks, and email accounts. To facilitate monitoring of activities, computer screens may be positioned so that they are visible to the staff member supervising the scholars. The Charter School reserves the right to access stored computer records and communications, files, and other data stored on Charter School equipment or sent over Charter School networks. Such communications, files, and data are not private and may be accessed during routine system maintenance; during inspection of Charter School equipment at the end of the school year/term or agree to use period; and review of individual files or monitoring of individual activity when there is a reasonable suspicion that the scholar is engaging in an inappropriate use.
6. **Disruptive Activity.** Scholars should not intentionally interfere with the performance of the Charter School's network or intentionally damage any Charter School technology resources.
7. **Unauthorized Networks.** Scholars may not create unauthorized wireless networks to access the Charter School's network. This includes establishing wireless access points, wireless routers and open networks on personal devices.
8. **Consequences of Inappropriate Use.** Scholars who violate this Agreement will be subject to discipline, which may include loss of access to Charter School technology resources and/or other appropriate disciplinary or legal action in accordance with the Charter School Policy and applicable laws.
9. **Technology Systems/Equipment Care.** Scholars are not permitted to have food or drink near computers/other technology and must keep equipment and assigned areas free of vandalism.

After reading the Scholar Use of Technology Policy and the Acceptable Use Agreement, please complete this form to indicate that you agree with the terms and conditions provided. The signature of both the scholar and parent/guardian are mandatory before access may be granted to the technologies available. This document, which incorporates the Use Procedure, reflects the entire agreement and understanding of all parties.

As a user of Charter School technologies, I have read Scholar Use of Technology Policy and herby agree to comply with it and the Acceptable Use Agreement.

I understand that computer use is a privilege and not a right. I understand that if I violate this policy in any way, I will be subject to a referral and possible suspension. I understand that the parent or guardian of a minor scholar shall be liable for the replacement cost for property the Charter School loaned to the scholar that the scholar fails to return or that is willfully cut, defaced or otherwise damaged, up to an amount not to exceed ten thousand dollars ($10,000), adjusted annually for inflation. When the minor and parent are unable to pay for the damages, the Charter School will provide a program of voluntary work for the minor in lieu of the payment of monetary damages. A scholar over the age of majority shall be liable for the same. (Ed. Code 48904).

Scholar Name (please print):_____ Grade:_____

Scholar Signature: _____ Date:_____

Parent/Guardian Name (please print): _____

Parent/Guardian Signature: _____ Date: _____

FOR SCHOOL EMPLOYEES ONLY

I have read, understand and agree to abide by the Scholar Use of Technology Policy and the Acceptable Use Agreement. I understand that the Charter School's policies, procedures, rules, and regulations which apply to scholars also apply to me as an adult user of the Charter School's technology, in addition to any separate policies governing employee use of technology.

Employee Name (please print): _____

Employee Signature:_____ Date: _____

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INTRODUCTION TO THE 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 and date the acknowledgment form at the beginning of this Handbook, please complete the electronic acknowledgment form via the Human Resources Information System (HRIS), ADP. 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 reproductive health decision making, pregnancy, childbirth, breastfeeding, and medical conditions related to such);
- Sex stereotype (including an assumption about a person's appearance or behavior, gender roles, gender expression, or gender identity, or about an individual's ability or inability to perform certain kinds of work based on a myth, social expectation, or generalization about the individual's sex);
- 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 an 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 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, be arrested for, charged with, or convicted of any offense during his/her employment with the School, the employee must immediately report as much to the Chief People Officer.

Tuberculosis Testing

All employees of the School must submit written proof from a health care provider 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. If a search of employee records is authorized by a valid subpoena or judicial warrant, the School will give employees notice of the inspection both before and after it has occurred as required by law.

Employment Qualifications

CCS's certificated staff (i.e., supervising teachers, counselors, academic administrators) are required, as a condition of initial and continued employment, to hold a current California Commission on Teacher Credentialing certificate, permit, or another document equivalent to that which a teacher in other public schools would be required to hold.

It is the responsibility of each certificated staff member to ensure that all appropriate credentials and permits are cleared and/or renewed in a timely manner and remain current. Upon renewal, a copy of the original document is to be submitted to the Human Resources department to be 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.

<u>Corporal Punishment</u>

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:

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.

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)

1. Giving gifts to an individual scholar that are of a personal and intimate nature.
2. Kissing of any kind.
3. Any type of unnecessary physical contact with a scholar in a private situation.
4. Intentionally being alone with a scholar away from the school.
5. Making or participating in sexually inappropriate comments.
6. Sexual jokes.
7. Seeking emotional involvement with a scholar for your benefit.
8. Listening to or telling stories that are sexually oriented.
9. Discussing inappropriate personal troubles or intimate issues with a scholar in an attempt to gain their support and understanding.
10. 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.)

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

1. Remarks about the physical attributes or development of anyone.
2. Excessive attention toward a particular scholar.
3. Sending emails, text messages, or letters to scholars if the content is not about school activities.

Acceptable and Recommended Staff/Scholar Behaviors

1. Getting parents' written consent for any after-school activity.
2. Obtaining formal approval to take scholars off school property for activities such as field trips or competitions.
3. Emails, texts, phone calls, and instant messages to scholars must be very professional and pertaining to school activities or classes (Communication should be limited to school technology).
4. Keeping the door open when alone with a scholar.
5. Keeping reasonable space between you and your scholars.
6. Stopping and correcting scholars if they cross your own personal boundaries.
7. Keeping parents informed when a significant issue develops about a scholar.
8. Keeping after-class discussions with a scholar professional and brief.
9. Asking for advice from fellow staff or administrators if you find yourself in a difficult situation related to boundaries.
10. Involving your supervisor if conflict arises with the scholar.
11. Informing the Human Resources Manager about situations that have the potential to become more severe.
12. Making detailed notes about an incident that could evolve into a more serious situation later.
13. Recognizing the responsibility to stop unacceptable behavior of scholars or coworkers.
14. Asking another staff member to be present if you will be alone with any type of special needs scholar.
15. Asking another staff member to be present when you must be alone with a scholar after regular school hours.
16. Giving scholars praise and recognition without touching them.
17. Pats on the back, high fives, and handshakes are acceptable.
18. Keeping your professional conduct is a high priority.
19. 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 reproductive health decision making, pregnancy, childbirth, breastfeeding, and related medical conditions); sex stereotype (including an assumption about a person's appearance or behavior, gender roles, gender expression, or gender identity, or about an individual's ability or inability to perform certain kinds of work based on a myth, social expectation, or generalization about the individual's sex); 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 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 persons with which the School does business). Supervisors and managers are to report any complaints of unlawful harassment to the Human Resources Manager.

When CCS receives allegations of unlawful harassment, discrimination, or retaliation, the Board (if a complaint is about the Superintendent & CEO) or the Human Resources Manager 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 Human Resources Manager. 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 parents in schemes for commercial gain thereby ensuring that professional relationships with scholars shall not be used for private advantage.
- Keep in confidence from third parties (outside of CCS) 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.
- Not post on the website or share with others pictures or depictions of scholars unless a 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 the 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 responsibilities 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 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 release from at-will employment.

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:

1. Candidates for employment will not be working directly for or supervising a relative;
2. The relative will not be working within the same department, division and/ or reporting to the same Supervisor; and
3. 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.

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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 Employee

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.

Vacant Positions

CCS believes in providing opportunities for employees to advance within the organization. All new and vacant positions will be announced for internal applicants through the School's intranet and posted on the School website, including any job boards, for external applicants.

An employee in good standing will be considered as eligible if they meet the minimum qualifications for the position.

Work Schedule

Business Hours

Regular business hours will be between the hours of 8:00 am and 5:00 pm, Monday through Friday. The expectation for all staff is that they work eight (8) hours a day and are available to our educational partners (scholars, learning coaches, and staff) during regular business hours.

Any changes to an employee's work schedule for one to two days should be approved by their direct supervisor and reflected on their school calendar; any longer term changes require Human Resources approval.

Employees are expected to attend all required meetings during regular business hours, including but not limited to 504/IEP meetings, team meetings, professional learning, and the like. Additional requirements for meeting expectations may be referenced in the School's expectations guidelines (e-mail, calendar, meeting, etc.) shared by Human Resources and are subject to change.

Central Office

Hours of operation for the Central Office are 8:00 a.m. - 3:00 p.m., Monday through Friday, closed daily from 12:00 - 1:00 p.m. for lunch

Nonexempt Employees

Full-time: The regular workday schedule for full-time nonexempt employees is eight (8) hours; the regular workweek schedule is forty (40) hours per week, Monday through Friday.

Part-time: The regular workday schedule for part-time nonexempt employees will vary based on the position requirements and range from two (2) to six (6) hours; the regular workweek schedule is not to exceed thirty (30) hours per week, Monday through Friday.

All nonexempt employees: Any overtime must be approved in writing by the Superintendent & CEO per occurrence.

Exempt Employees: Twelve-month

Twelve-month exempt employees are expected to be available during regular 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, will generally coincide with regular school hours, 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 non-exempt 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 their meal or rest periods, or take them in a timely manner, the employee must notify their 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 nonexempt employee shall be unpaid.

CCS will make reasonable efforts to provide employees who need lactation accommodation with the use of a room or other private location that is located close to the employee's work area. Such a 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 for the start of the workday or any other work functions, including but not limited to required meetings or trainings, 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 HRIS (ADP) 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 People Officer 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 submit their hours worked on the day they worked via Time Tracking, 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 Time Tracking indicates when the employee arrived and when the employee departed. All nonexempt employees must submit their hours worked on the day they worked, for all paid work time including lunch.

Nonexempt employees are solely responsible for ensuring accurate timekeeping in the HRIS (ADP) 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 Operations 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 timesheet. 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.

School Events

Exempt Employees

Exempt employees may work during School events including but not limited to field trips, testing, and family engagement events, provided they are the type of events open to staff. Approval must come from the employee's direct supervisor via the Human Resources Information System (HRIS).

Supervisors and exempt employees must ensure the following:

- All meal and rest periods are being met in accordance with the School's policies
- Travel time to and from events are included in work hours

Nonexempt Employees

Nonexempt (hourly) employees may work to staff School events including but not limited to day field trips, testing, and family engagement events. Approval must come from the employee's direct supervisor via the Human Resources Information System (HRIS).

Supervisors and nonexempt employees must ensure the following:

- All meal and rest periods are being met in accordance with the School's policies
- Travel time to and from events are included in work hours, and
- No overtime will be approved without advance written permission from the Superintendent & CEO.

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 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 personal email accounts for School-related communications. Such communications should only take place using School-issued devices and via the employee's CCS email account/CCS issued 8x8 phone number.
- For information and expectations for staff use of school email (Gmail) and calendars (Google calendars) employees should reference the guideline/etiquette documents, which are available on the Human Resources guidesite and are subject to change.

Social Media Policy

<u>Permissions</u>

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 Policy 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 it to anyone outside of CCS or publish it 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 Policies 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 educational partner is unacceptable and may subject you to disciplinary action, up to and including termination. Examples of such unacceptable conduct include but is not limited to: offensive posts meant to intentionally harm someone's personal or professional reputation, that belittles, degrades, harasses a co-worker, 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 that is or may be confidential in nature.

Do not create a link from your blog, website, or other social networking sites 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 Community Relations Coordinator 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 the 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 their 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 their duties away from their 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, vendors, 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;
    a. Do not leave the computer or device for prolonged periods of time in a vehicle, especially in extreme temperatures;
    b. Keep food and drinks away from all computers and devices and work areas;

c. Do not leave the computer or device unattended at any time in an unsecured location;
d. 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 their 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 expected 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 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. Employees will agree to pay all costs associated with user-inflicted damage (as determined by the 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 their 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.
- Mousepads 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 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.

1. Usernames and Passwords

   a. 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.
2. Email Signatures
   a. 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.

Phone/Voicemail

1. All employees have an assigned Compass phone number via the 8x8 web-based platform. 8x8 can be used to make and receive calls and texts on school-provided devices such as laptops and tablets.
2. Employees have the option to download the 8x8 application on their school-provided tablet (i.e. iPad), or personal phones (at their own expense).
3. Employees are not required to use their personal phone numbers to conduct Compass business with educational partners including staff, scholars, and families.
   a. Professional communication should go through the 8x8 application
   b. Use of personal devices (computers, laptops, tablets, and/or phones) may be considered discoverable evidence in the event of a legal or litigious situation.
      i. Please note any staff choosing to use their personal mobile device or laptop may be subject to providing information from those devices during a Public Records Act request or in any pending litigation. A litigant could issue a subpoena to you demanding the information on your personal phone or laptop relevant to their case.
      ii. If the School or you are parties to a lawsuit, you can also be required to provide information through what is called a "request to produce" issued by one party to another party without a subpoena, and under general information disclosure requirements in some lawsuits that apply to parties and people affiliated with them.
      iii. It doesn't matter who owns the phone or laptop. Usually, the subpoena will apply to all accounts and devices within your possession, custody, and control. So, even if you don't have the phone in your possession when you are served with the subpoena (e.g. your son borrowed it for the week), and even if you made a call on your spouse's phone or laptop if you have the legal right or practical ability to get the information, you must provide it.
4. The apps installed on the phone don't matter. What matters is whether there is information relevant to the case (or potentially relevant to the case) that can be accessed with your phone OR laptop and whether the subpoena has asked for it.

Mobile Devices

CCS distributes School-owned mobile devices to employees as needed. Each employee who receives a mobile device

1. Must keep the mobile device battery charged at all times; and
2. 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.
3. Staff experiencing any issues with their school own device should submit a ticket to ZOHO help desk CCS Support.

Requests for mobile devices should be directed to the IT department.

Internet Access

Employees who are authorized to work remotely are required to have adequate broadband internet access to enable remote work. The employee is responsible for the purchase, setup, installation, support, and maintenance of internet service at their off-campus location.

Remote staff should procure internet services that deliver a download speed of at least 50 Mbps and an upload speed of at least 5 Mbps to facilitate online web conferencing calls, software updates, and automated backups. Service will degrade below this level. Higher connection speeds may be required if there are multiple devices and/or multiple people simultaneously using the same connection. In-home Wi-Fi Routers may also have an impact on your actual connection speeds.

Maintaining an adequate internet connection is the responsibility of the Employee. While the Internet Service Provider (ISP) can promise to provide speeds that meet Compass requirements, the connection setup and number of users connected to the network at the remote work site must also be taken into consideration when procuring the needed bandwidth to support your remote work arrangement. You can test the speed of your connection by visiting speedtest.net.

Service (internet, phone, systems) may be interrupted due to weather or system demand. Some employees may be dependent on the internet for their cellular connection, depending on the cellular coverage where they live. Discuss with your supervisor what work you should do if your personal internet service goes down.

Acceptable Use Policy and Agreement

All employees shall receive a copy of this policy and the accompanying Acceptable Use Agreement describing expectations for appropriate use of the system and shall also be provided with information about the role of staff in supervising scholar use of technological resources. All employees shall comply with this policy and the Acceptable Use Agreement, in addition to any

separate policies governing employee use of technology.

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 their 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 Learning

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

- Commit to staying with CCS for at least one (1) year post-Professional Learning and 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 Learning funds and leave CCS either voluntarily or involuntarily will be required to reimburse CCS the full amount of Professional Learning funds used. Repayment must be made immediately upon separation.
- All Professional Learning Conferences or Workshops must directly relate to the employee's current assignment. Employees will be expected to create a Professional Learning presentation and or webinar from their 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 their coursework will assist CCS in the future.

All-Staff Retreat

The Compass All-Staff Retreat is an annual opportunity for professional learning and team building prior to the start of the academic (scholars) school year. As part of the job requirements, all full-time employees, whether certificated or classified, are required to attend the school's in-person annual All-Staff Retreat during regular working hours. All necessary travel accommodations and expenses will be arranged and paid for by the school.

Compass provides substantial advance notice to employees by or before May 30 of the retreat dates to ensure that all employees have ample time prepare their schedule. Employees with any medical issues or limitations that may interfere with their attending the in-person event may be entitled to an accommodation to allow them to attend by submitting a request and a medical certification to the Human Resources Manager or Chief People Officer. Certification should be submitted no later than June 30th, annually.

The All-Staff Retreat dates are considered blackout dates and no conflicting absences or events should be scheduled at the same time.

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 any potential health or safety hazards, and all injuries or accidents immediately to the Chief Operating Officer.

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, exits, and service areas. Report any suspicious persons or activities to the Chief Operating Officer. Employee work areas or offices 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 Operating 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.

Work Environment

All employees are entitled to work in an environment that is safe and conducive to a happy and productive workflow while following all district policies, administrative regulations, work schedules, and job assignments. For that reason, employees are expected to work from a specific, pre-approved home office location that is safe, ergonomic, secure, and appropriate. The home office location must be located in California.

Employees working remotely are expected to conduct their work in a location that is safe and free of obstructions, hazards, and distractions. Such employees shall report to their supervisor any serious injury or illness occurring in the home workspace in connection with their employment as soon as practically possible. Employees must report to the School if they intend to work from San Francisco as the rules for their work conditions may differ based on San Francisco-specific municipal laws/ordinances.

Requests to work out-of-state based on military relocation orders or change of station should be submitted to the Chief People Officer at least ninety (90) days prior to the estimated move date. Employees must include the date, location, and any other applicable details so information can be reviewed and submitted for approval from the Superintendent & CEO.

Employees must separate vacation/away time and work time and may not schedule an overlap of vacation and work time (e.g., going on vacation but working as needed without taking leave) as it can be distracting and disruptive to the workflow and place the employee in a non-approved work location not covered by the School's workers' compensation insurance coverage. For the employee's own safety and the continuity of school operations, such an overlap should be avoided.

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.

Incidents can be reported directly to Human Resources or to an employee's supervisor, which should be communicated with the Human Resources department as soon as practicably possible.

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 contacting a member of the Human Resources department or 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. Non-exempt 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.

Employees may also have deductions made to their paychecks when a wage overpayment occurs. The School may require the employee to reimburse an overpayment through a mutually agreeable method, including through cash repayment or a deduction of the employee's payroll check, among other options. An employee who is separated from employment before full repayment of the overpayment amount shall have any remaining amounts withheld from their final check. The School also reserves the right to exercise any and all other legal means to recover any additional amounts owed. The School shall provide employees with advance written notice of the deduction prior to the pay period where it will go into effect.

Every deduction from an employee's paycheck is explained on the check voucher. If an employee does not understand the deductions, he or she should ask the Principal to explain them.

Employees may change the number of withholding allowances claimed for Federal Income Tax purposes at any time by filling out a new W-4 form and submitting it to the Principal. The office maintains a supply of these forms.

All Federal, State, and Social Security taxes will be automatically deducted from paychecks. Federal Withholding Tax deduction is determined by the employee's W-4 form. The W-4 form should be completed upon hire and it is the employee's responsibility to report any changes in filing status to the Principal and to fill out a new W-4 form.

At the end of the calendar year, a “withholding statement” (W-2) will be prepared and forwarded to each employee for use in connection with preparation of income tax returns. The W-2 shows Social Security information, taxes withheld and total wages.

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. All salaried staff are considered to be exempt employees unless otherwise indicated. California overtime laws – as well as other wage and hour laws requiring meal and rest breaks – do not apply to exempt employees. 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 apply in calculating overtime for nonexempt employees. Company Holidays or any Paid Time off is not included in the overtime pay calculation. CCS will attempt to distribute overtime evenly and accommodate individual schedules. All overtime work must be previously authorized by the Superintendent & CEO. CCS provides compensation for all overtime hours worked by nonexempt employees in accordance with state and federal law as follows:

For employees 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 semi-monthly on the 10th and 25th 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 paychecks to the Chief Operations Officer as soon as possible.

<u>Pay Periods</u>

Paydays are ten (10) days following the closing of each pay period. The schools pay periods are as follows:

- 1st of the month – 15th of the month (paid on the 25th of that month)
- 16th of the month – months end (paid on the 10th of the next month)

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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 People Officer will discuss the situation with the employee.

Administrative Fees

CCS may charge employees up to $1.50 per deduction as administrative costs are 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 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 should be entered onto the reimbursement form for exempt and nonexempt employees. The form and instructions can be found on the Financial Services guidesite. Expense reimbursements should be completed and signed by the employee, and submitted to the approving supervisor (this would be the party responsible for approving the events budget) for signature and submission to the payroll department.

Reimbursements must be submitted as a single PDF file with required back up such as a copy of an original itemized receipt or a printout of a Google Map (for mileage) 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 school purchases are required. Purchase Request Forms are available on the Financial Services guidesite and should be filled out electronically.

Before submitting your reimbursement as a PDF, please follow the naming conventions below:

Employee first initial and last name - Event Name - Pay Date

H Granger - Hogwarts Field Trip - 08-25-25

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 worksite and the location of the business function being attended. If employees depart from or return to their home instead of their worksite, 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.

The reimbursement form and instructions can be found on the Financial Services guidesite. Expense reimbursements should be completed and signed by the employee, and submitted to the approving supervisor (this would be the party responsible for approving the events budget) for signature and submission to the finance department.

Staff members are required to properly fill out a Reimbursement Form and to enter the information along with the original receipts 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, include the reason for purchase, estimated cost, and include an amount not to exceed, and submit to the 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 the 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 the employee for the actual cost of breakfast not to exceed $18.00 per day; lunch not to exceed $19.00 per day, and dinner not to exceed $28.00 per day, and the actual cost of tax and gratuity for such. The School incurs the actual cost of these items, not to exceed $65.00 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 their supervisor as soon as possible; and (2) assist in arranging for another employee to attend in their place. An employee who fails to attend conferences that have been paid for by the School shall lose their 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 their 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 carries, 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 long-term 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 first 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 People Officer.

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 benefits enrollment system, the HRIS, or the Human Resources guidesite. .

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 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, their 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 their spouse become divorced or legally separated; · The employee becomes eligible for Medicare coverage, but their 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 their 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 their 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) becomes 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 utilize the school's performance management process to set, and manage performance goals. Employees will meet with their supervisor to set performance goals and schedule follow-up meetings throughout the school year. Performance plans are intended to make employees aware of their progress, areas for improvement, objectives or goals for future work performance, and provide coaching, support, and resources as needed. The School's evaluation system will in no way alters the employment at-will relationship.

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

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 People Officer. Only the Chief People Officer 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 the following conditions:

1. Be a full-time employee scheduled to work 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 after the holiday or using a paid sick leave day (except for employees inactive on leave). Employees on leaves of absence (FMLA, CFRA. ADA, FEHA, etc.) are considered inactive and are ineligible for holiday pay.

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

- Independence Day (twelve-month staff)
- Labor Day
- Columbus/Indigenous People's Day
- Veteran's Day
- Thanksgiving Break
- Winter Break
- Martin Luther King Jr.'s Birthday
- President's Day
- Spring Break
- Genocide Remembrance Day
- Memorial Day
- Juneteenth (eleven and twelve-month staff)
- Summer Break (twelve-month staff)

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.

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.

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 of 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, or 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.

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 three (3) or more consecutive days due to illness are required to submit medical evidence of an employee's fitness to return to work. If an employee is unable or unwilling to provide

medical evidence of their fitness to return to work, they will be placed on an unpaid leave of absence until the time they can provide said medical release.

Submission of medical evidence of an employee's fitness to return to work can be submitted directly to the Human Resources Manager, the Chief People Officer, or via the Time Off Certification form, a link may be found on the Human Resources guidesite.

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 will not be paid out upon termination of employment.

Transfer of Sick Leave

The School does not transfer sick leave credit from other districts. Sick leave hours will be tracked for retirement reporting purposes. Employees should provide an official letter from the previous district(s) certifying the total days and/or hours available for transfer to CalSTRS.

If accepted, accrued and unused sick time can be transferred to another district upon the termination of the employee-employer relationship.

Personal Necessity Leave

Full-time employees will receive forty (40) hours of Personal Necessity Leave per school year.
Uses of personal necessity leave may include but are not limited to: death or serious illness of a member of the employee's immediate family (this is in addition to Bereavement Leave), an accident involving the employee's person or property or the person or property of an immediate family member, school appearance and activities for a school-aged child, personal legal matters, religious observances, an employee's birthday, and business matters that cannot be conducted outside of the workday.

Employees requesting the use of personal necessity leave must do so by submitting a request through the payroll platform (ADP) at least two (2) weeks in advance unless an emergency situation occurs.

Personal necessity leave days are not considered the same as time worked, days used in conjunction with three (3) or more sick days will require medical certification of an employee's fitness to return to work, same as the Compass Sick Time policy.

Personal necessity leave does not roll over and 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 their 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 their 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.
9. Sick pay accrued during any period of unpaid leave only until the end of the month in which unpaid leave began.

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 an employee a leave of absence. Any unpaid leave of absence must be approved thirty (30) days 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 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.

Employment during Leave

No employee, including employees on Catastrophic Illness/Injury 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.

Family Care and Medical Leave and California Family Rights Act

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.

FMLA and CFRA will run concurrently when applicable.

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

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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).
    i. 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,
    ii. including, but not limited to, treatment for substance abuse.
    iii. "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.
    iv. "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.
    v. "Continuing treatment" means ongoing medical treatment or supervision by a health care provider.
2. To care for a spouse, domestic partner, child, or parent with a serious health condition. A qualifying family member may also include a parent-in-law, grandparent, grandchild, sibling, or designated person for CFRA purposes. "Designated person" refers to any individual related by blood or whose association with the employee is the equivalent to a family relationship.
3. 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.
4. 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
5. 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 may 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 or CFRA 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 their 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 their 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 their 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 their 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 their own or a relative's serious health condition must provide medical certification from the appropriate healthcare 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 healthcare 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, healthcare provider to provide a final and binding opinion
4. Recertifications are required if leave is sought after the 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 People Officer. 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 their qualifying family member. 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 qualifying family member, 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 their own serious health condition, the employee must obtain a certification from their healthcare 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 an 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 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:
    a. The employee is taking leave under the California Family Rights Act.
    b. There is a continuation, recurrence or onset of a health condition that entitles the employee to pregnancy disability leave.
    c. 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 the expiration of the time estimated by the healthcare provider. Failure to submit the 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 People Officer. An employee asking for a Request for Leave form will be referred to the School's then-current pregnancy disability leave policy.

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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.
    c. 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 an accommodation cannot be made, the employee will be medically separated from the School.

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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.

Leave Interactions

PDL and FMLA Run Concurrently
PDL and FMLA will run concurrently. Thus, if an employee uses 12 weeks of PDL, she will also have exhausted the 12 weeks of her FMLA Leave allowance.

PDL and CFRA do not Run Concurrently
Since CFRA leave rights do not apply to pregnancy and related conditions, PDL and CFRA do not overlap. Thus, after taking PDL/FMLA leave, an employee can take up to 12 weeks of CFRA leave "for reasons of the birth of her child, if the child has been born by this date," assuming that CFRA entitled for that year has not yet been exhausted for other reasons. This is also referenced occasionally as "bonding" leave.

To qualify for a FMLA or CFRA leave, an employee must have at least 12 months of employment with Compass. In addition, the employee must have worked at least 1,250 hours (an average of about 24 hours per week) during the prior 12-month period.

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 worker's compensation benefits to which they may be entitled, employees will need to:

- Immediately report any work-related injury to the Chief Operating 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 Operating 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 their shift could result in loss of insurance coverage for the employee. An employee may choose to be treated by their personal physician at their 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 Reemployment 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 employee will be provided with five (5) total bereavement days for family members per year. Three (3) days will be paid, and two (2) days will be unpaid. Employees have the option of subsidizing accrued Sick Time or Vacation Time (when applicable) in place of unpaid bereavement.

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 person living in the immediate household of the employee.

If an employee requires more than five (5) days off for bereavement leave, the employee may use accrued sick and/or vacation days. Please contact a member of the Human Resources department if you wish to utilize accrued sick, vacation, or personal necessity leave days for bereavement.

Bereavement leave must be utilized within three (3) months of the covered family member's date of death. Bereavement pay will not be used in computing overtime pay. Any scheduled days off (including weekends, holidays and vacations) falling during the absence will be counted as both bereavement leave and scheduled days off. Upon request, an employee may be required to provide documentation of the death of a covered family member.

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) 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 HRIS.

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.

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 twelve (12) month period. Eligible employees who require time off to donate an organ to another person 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 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, stalking or other crimes. 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, that of the employee's child or children or when a person whose immediate family member is deceased as the direct result of a crime. A crime includes a crime or public offense that would constitute a misdemeanor or felony if the crime had been committed in California by a competent adult, an act of terrorism against a resident of California (whether or not such act occurs within the state), and regardless of whether any person is arrested for, prosecuted for, or convicted of, committing the crime. 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:

a. A police report indicating that the employee was a victim of domestic violence, sexual assault, or stalking.
b. A court order protecting the employee from the perpetrator or other evidence from the court or prosecuting attorney that the employee appeared in court.
c. 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.
d. Any other form of documentation that reasonably verifies that the crime or abuse occurred, including but not limited to, a written statement signed by the employee, or an individual acting on the employee's behalf, certifying that the absence is for a purpose authorized under the law.

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 People Officer thirty (30) days' notice prior to returning from leave. Whenever the School is notified of an employee's intent to return from leave, the School will attempt to place the employee in their 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 People Officer.

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. Unprofessional conduct.
3. Inefficiency - including deliberate restriction of output, carelessness or unnecessary wastes of time or material, neglect of job, duties, or responsibilities.
4. Unauthorized soliciting, collecting of contributions, distribution of literature, written or printed matter is strictly prohibited on School property or via the school intranet (i.e. Workplace, guidesite) by employees and non-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.
5. Acceptance, from any source, of a reward, gift, or other forms of remuneration in excess of $100.00, in addition to regular compensation to all staff.
6. Damaging, defacing, unauthorized removal, destruction or theft of another employee's property or of School property.
7. Fighting or instigating a fight on School premises.
8. Violations of the drug and alcohol policy include 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.
9. Actions which constitute an unwholesome influence on scholars or other staff members, such as harassment, which includes sexual harassment.
10. Using or possessing firearms, weapons, or explosives of any kind on school premises.
11. Gambling on school premises.
12. 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.
13. Electronically clocking for another employee or permitting or arranging for another employee to record your clock time.
14. Use of profane, abusive or threatening language in conversations with other employees and/or intimidating or interfering with other employees.
15. Conducting personal business during business hours and/or unauthorized use of telephone lines for personal calls.
16. Excessive absenteeism or tardiness excused or unexcused.

17. Posting any notices on School premises without the prior written approval of management, unless posting is on a School bulletin board designated for employee postings.
18. Immoral or indecent conduct.
19. Conviction of a criminal act, especially a felony, or conviction of a misdemeanor involving moral turpitude.
20. Engaging in sabotage or espionage (industrial or otherwise)
21. Violation of the sexual harassment policy.
22. Violation of the School's policies regarding discrimination, harassment, or retaliation.
23. Failure to report a job-related accident to the employee's manager or failure to take or follow prescribed tests, procedures or treatment.
24. Sleeping during work hours.
25. Release of confidential information relating to staff, scholars or CCS without prior authorization from the Human Resources Department and/or the Superintendent & CEO.
26. Any other conduct detrimental to other employees or the School's interests or its efficient operations.
27. Any willful act of conduct undertaken in bad faith, either during or outside of duty hours, which is of such a nature that causes discredit to the School.
28. Violation of any federal, state or local laws affecting the School or the employee's employment or fitness for employment with the School.
29. Failure to comply with the School's safety protocols and procedures.
30. Refusal to speak to supervisors or other employees.
31. Dishonesty.
32. 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 Human Resources Manager or Chief People Officer regarding their intention as far in advance as possible. At least two (2) weeks' notice is expected whenever possible.

When an employee terminates 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.

Employees are expected to return all School equipment/property upon termination of employment.

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 Human Resources Team 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 Human Resources Team:

1. The complainant will bring the matter to the attention of a member of the Human Resources Team 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 their complaint to writing, indicating all known and relevant facts. The Human Resources Team will then investigate the facts and provide a solution or explanation.
3. If the complaint is about the Chief People Officer, the complainant may file their 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 their 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.
5. 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 a member of the Human Resources Team or Superintendent & CEO (if the complaint concerns the Chief People Officer) 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, the Human Resources Team shall abide by the following process:

1. The Human Resources Team shall use their 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 Human Resources Team finds that a complaint against an employee is valid, the Human Resources Team) may take appropriate disciplinary action against the employee. As appropriate, a member of the Human Resources Team may also simply counsel/reprimand employees as to their conduct without initiating formal disciplinary measures.
3. A member of the Human Resources Team 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 member of the Human Resources Team 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 Human Resources Manager 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 Representative:

Received by: _____ Date: _____

Title: _____

APPENDIX B

Internal Complaint Form

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

Name and title 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 Representative:

Received by: _____ Date: _____

Title: _____

COMPASS CHARTER SCHOOLS

2023-24 Employee Handbook Changes

+ Added Acceptable Use Policy Agreement (page 3)

+ Updates to Work Schedule policy (page 30)
    + Business Hours
    + Amended central office hours

+ Added “School Events” policy (page 33)
    + Clarifies expectations for exempt staff, non-exempt staff, and supervisors for staff who volunteer for school events.

+ Updates to Phone/Voicemail policy (page 40)
    + Updated information for the current online platform, 8x8.
    + Updated expectations for school-provided services and personal devices.

+ Added Internet Access (page 41)
    + Outlines requirements for remote staff

+ Added Acceptable Use policy (page 41)
    + Correlates with Board Policy

+ Added “All-Staff Retreat” policy (page 43)
    + Outlines expectations for staff attendance, medical excuses, and subjectivity to blackout dates.

+ Updated “Work Environment” (page 45)
    + Clarification of the work location and expectations.

+ Update to “Accident/Incident Reporting” policy (page 45)
    + Clarification on where incidents may be reported.

+ Update to “Reporting Fires and Emergencies” (page 46)
    + Clarification on where incidents may be reported.

+ Update to “Paydays” policy (page 48)
    + Addition of the pay periods and correlating pay dates

+ Update to “Expenses” policy (page 49)
    + Updated process in alignment with the finance department's policy and procedures for processing Expenses.

+ Update to “Mileage Reimbursement” policy (page 50)
    + Updated process in alignment with the finance department's policy and procedures for processing Expenses.

+ Update to “Holidays” policy (page 55)
    + Updated holidays, adding:
        + Genocide Remembrance Day
        + Juneteenth
        + Summer Break (12-month staff)

- Update to “Floating Holidays” policy
    - Removed floating holiday policy

+ Update to “Sick Leave” policy (page 56)
    + Added clarification of certification for 3 or more days of consecutive sick time.
    + Added “Transfer of Sick Leave” policy
        + Outlines our current process for transferring sick leave credit from other schools/districts.

- Update to “School Appearance and Activities Leave” policy
    + Removed School Appearance and Activities Leave policy

+ Added “Personal Necessity Leave” policy (page 57)
    + Provides 40 hours of personal time for staff use
    + Covers personal matters, school appearances, birthdays, and work anniversaries.

+ Added “Leave Interactions” policy (page 67)
    + Provides clarification to employees on the difference between PDL, FMLA, and CFRA

+ Updates to “Bereavement” policy (page 69)
    + Added 2 days unpaid, for a total of five days of bereavement

Coversheet

Review and Approval of the Revised Board Policies 1 - 6

Section:	XII. Executive
Item:	A. Review and Approval of the Revised Board Policies 1 - 6
Purpose:	Vote
Submitted by:	
Related Material:	Board-Policy-Manual-sections 1-6 for review (4884-5001-0211.v2).docx

2023-24 Board Policy Manual

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Board Policy #: 1 SECTION 1 – BOARD GOVERNANCE – BOARD GOVERNANCE

Adopted/Ratified: March 28, 2021
Revision Date: July 31, 2021, May 21, 2022

SECTION 1 – BOARD GOVERNANCE – BOARD GOVERNANCE

Role of the Governing Board

Mission Statement

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

Vision Statement

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

Duties of the Board Members

- Duty of Care: Each member of the Board must perform their duties in good faith, in a manner that is in the best interests of the Corporation and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.
- Duty of Loyalty: Board members will have undivided allegiance to the welfare of Compass Charter Schools and not act in their own self-interest. The Board will adopt and follow a Conflict of Interest Code. Each member of the Board will ensure the Corporation's compliance with state and federal laws.
- Duty of Obedience: Board members will ensure that the mission of ~~the~~ Compass Charter Schools is carried out by being faithful to the purposes and goals of the Corporation.
- The Board shall comply with the Ralph M. Brown Act ("Brown Act"), Education Code Section 47604.1, Government Code Section 1090, *et seq*., the Political Reform Act, and the Public Records Act.
- The Board will participate annually in training regarding board governance, the Brown Act, and conflicts of interest rules.

Vision and Strategic Plan

- The Board drafts, modifies and approves the Compass Charter Schools Mission and reviews the Mission annually.
- The Board reviews, provides input and approves Strategic Plans submitted by the Superintendent & CEO.
- The Board adopts policies to successfully implement the Compass Charter Schools Mission and Strategic Plans.

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

Academic Performance Monitoring

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

Staffing and Personnel

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

Parent, Scholar and Community Relations

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

Commented [1]: I do not think the board needs to approve involuntary withdrawal. This happens for a variety of reasons, such as discontinued attendance and failure to provide required documents such as proof of residency.

Mission.

Finance and Budget

- The Board reviews and approves the fiscal management and internal controls policies and any proposed amendments thereto.
- The Board approves Compass Charter Schools contracts over $100,000.
- The Board approves all affirmative litigation involving Compass Charter Schools.
- The Board will review and approve any authority given to legal counsel for any settlements regarding potential or actual litigation over $100,000.
- The Board shall review all expenditures via approval of a check register which lists all checks written during a set period of time and includes check number, payee, date, and amount.
- The Board reviews and approves the Compass Charter Schools' annual academic calendars and class schedules.
- The Board will ~~appoint an audit committee that will solicit and select the Compass Charter Schools independent financial auditor, oversee the auditor's work, and~~ receive the annual auditor's report(s).
- The Board reviews, adopts, and amends the annual budget for Compass Charter Schools with revenue being recognized in each individual Charter School and expenses being consolidated in Compass Charter Schools, then distributed to each individual Charter School based on ADA.
- The Board reviews, adopts, and amends the interim and annual financial statements.
- The Board will ensure the ending fund balances for each individual Charter School will include a reserve of no less than ten percent (10%).
- The Board, ~~subsequent to receiving a recommendation from an audit committee,~~ reviews and approves the audit report.
- The Board monitors the responses to the audit report and implementation thereof.

Facilities

- The Board enters into financing, leasing, and building contracts.
- The Board approves construction and remodeling of facilities.
- The Board, or a committee thereof, researches school sites as needed, and funding and facilities options.
- The Board, or a committee thereof, makes recommendations on facilities needs and policies.

Board Internal Business

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

Charter Performance and Renewal

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

Commented [2]: The COO chooses the auditor. We have used the same one for several years. Is this a legal requirement?

Commented [KR3R3]: This is not a legal requirement, but Compass may have committed to having an audit committee in its charter or MOU.

Commented [KR4]: Deletion made to align with elimination of reference to audit committee.

Delegation of Power to the Superintendent & CEO

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

designee: **Vision and Strategic Plan**

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

Academic Performance Monitoring

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

Staffing and Personnel

- The Superintendent & CEO drafts all personnel policies and presents them to the Board for review and approval. The Superintendent & CEO also recommends any proposed amendments to the personnel policies and presents them to the Board for review and approval.
- The Superintendent & CEO determines Compass Charter Schools' enrollment capacities for each school year and provides them to the Board for approval at the Board's September regular meeting.
- The Superintendent & CEO is responsible for recruiting, hiring, evaluating, disciplining, and dismissing all Compass Charter Schools personnel.
- The Superintendent & CEO recommends the salaries for all Compass Charter Schools personnel in compliance with any applicable state laws and collective bargaining procedures (if applicable) to the Board for final approval.
- The Superintendent & CEO ensures that all Compass Charter Schools personnel are

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

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

Finance and Budget
- The Superintendent & CEO drafts and subsequently implements the Board-adopted fiscal policies, by, among other things, adopting appropriate procedures and training staff on the policies and procedures. The Superintendent & CEO drafts amendments to the fiscal policies, and presents them to the Board for approval.
- The Superintendent & CEO approves all Compass Charter Schools contracts greater than $25,000 up to $100,000.
- The Superintendent & CEO approves authority given to legal counsel for any settlements regarding potential or actual litigation up to $100,000.
- The Superintendent & CEO drafts and submits to the Board, or a committee thereof, the quarterly and yearly budget drafts.
- The Superintendent & CEO drafts and submits to the Board the final quarterly and yearly budgets and other required financial statements.
- The Superintendent & CEO implements the responses to the audit report as instructed by the Board.
- The Superintendent & CEO must follow Compass Charter Schools purchasing procedures, including:
  - ☐ All purchases over $50,000 must include documentation of a good faith effort to secure the lowest possible cost for comparable goods or services;
  - ☐ Documentation will be attached to all check and purchase order requests showing that at least three (3) vendors were contacted and such documentation shall be maintained for three (3) years.

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

Charter Performance and Renewal
- The Superintendent & CEO annually drafts any required Compass Charter Schools

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

Board Policy #: 2 SECTION 2 - BOARD GOVERNANCE – SCHOOL BOARD MEETINGS – BROWN ACT COMPLIANCE

Adopted/Ratified: October 3, 2019
Revision Date: July 26, 2022

SECTION 2 - BOARD GOVERNANCE – SCHOOL BOARD MEETINGS – BROWN ACT COMPLIANCE

All meetings of the Board of Directors ("Board") of Compass Charter Schools ("CCS" or the "Charter School") and its committees shall be called, noticed, and held in compliance with the provisions of the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code) as said chapter may be modified by subsequent legislation ("Brown Act").

Types of Meetings

Regular Meetings

Regular meetings of the Board of Directors of Compass Charter Schools shall be held consistent with the calendar for such meetings as established by the Board each year during the Annual Board meeting.

If at any time any regular meeting falls on a holiday (Federal, State or local), such regular meeting shall be held on the next business day ~~or~~ as noticed in accordance with the Brown Act.

Special Meetings

The Chair of the Board or a majority of the members of the Board may call special meetings on an as-needed basis, consistent with the requirements of the Brown Act.

Notification of Meetings

Regular Meetings

No later than 72 hours prior to a regular meeting, the Charter School shall post an agenda containing a brief general description of each item of business to be transacted or discussed at the meeting. The agenda will be posted in a location that is freely accessible to members of the public, and on the School's website. ~~If the Board elects to use teleconferencing, the Charter School shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the Board. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public.~~

Special Meetings

No later than 24 hours prior to a special meeting the Charter School shall post an agenda containing a brief general description of each item of business to be transacted or discussed at the meeting.

The agenda will be posted in a location that is freely accessible to members of the public, and on the School's website, not later than 24 hours prior to a special meeting. ~~If the Board elects to use teleconferencing, the Charter School shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights~~

~~of the parties or the public appearing before the Board. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. The agenda and agenda packet will be provided to all Board members and to all persons that have requested a copy of the agenda and/or the agenda packet in compliance with the Brown Act. It is the Superintendent & CEO's, or designee's, responsibility to distribute copies of the agenda and the agenda packet for special meetings.~~

Emergency Meetings

In the case of an emergency situation, as defined by the Brown Act, involving matters upon which prompt action is necessary due to the disruption or threatened disruption of public facilities, notice to the Board will be provided as soon as is reasonably practicable under the circumstances. All media outlets that have requested notice of special meetings shall be notified one hour prior to the emergency meeting, or in the case of a dire emergency, at or near the time that the Board members are notified of the emergency meeting. The notice shall be given by telephone and all telephone numbers provided by the media outlet in the request for notice shall be exhausted. If telephones services are not functioning, the notice requirement is waived and the media shall be notified of the fact of the holding of the emergency meeting, the purpose of the meeting and any action taken at the meeting as soon after the meeting as possible.

Teleconference Meetings

Except as otherwise provided by Government Code Section 54953, if the Board elects to use teleconferencing, the Charter School shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the Board. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public.

Request for Notice

The agenda and agenda packet will be provided to all Board members and to all persons that have requested a copy of the agenda and/or the agenda packet in compliance with the Brown Act. It is the Superintendent & CEO's, or designee's, responsibility to distribute copies of the agenda and the agenda packet for ~~regular~~ all Board meetings. Any person who has requested a copy of the agenda and/or agenda packet in writing, will be mailed a copy of the requested materials at the time the agenda and/or agenda packet is posted or upon distribution to all, or a majority of all, of the members of the Board, whichever occurs first.

Limited Exceptions During a State of Emergency or For Just Cause

Notwithstanding the previous paragraphs, CCS may hold a teleconference~~remote~~ meeting pursuant to the stringent requirements of Government Code Section 54953 in limited circumstances. Specifically, if the requirements of Section 54953 are satisfied the Corporation may use teleconferencing without posting agendas at all teleconference locations, identifying each teleconference location in the notice and agenda of the meeting or proceeding, and making each teleconference location accessible to the public. ~~.if a proclaimed state of emergency is in effect and: (1) state or local officials have imposed or recommended measures to promote social distancing; (2) CCS holds a meeting for the purpose of determining, by majority vote, whether as~~

~~a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; or (3) CCS holds a meeting and has previously determined by majority vote that as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.~~

~~If CCS holds a meeting using teleconferencing, the Charter School shall give notice of the meeting and post agendas in compliance with the Brown Act, allow the public to access the meeting by phone or video, and provide an opportunity for the public to address the Board directly during the meeting.~~

Agendas

Preparation of Agenda and Process

The Superintendent & CEO of Compass Charter Schools ("CCS") or designee shall be responsible for preparing the agendas for all meetings of the Board.

The Superintendent & CEO shall include items on the agenda that are requested by Board members and that relate to school business. In addition, a member of the public may request that a topic directly related to school business be placed on the agenda. The Chair of the Board shall determine, in his/her discretion, whether the agenda item requested by a member of the public shall be placed on the agenda.

With the exception of agenda item requests for special and emergency meetings, requests for items to be included on the agenda shall be in writing and submitted to the Superintendent & CEO's office no later than seven (7) business days prior to the next regularly scheduled Board meeting.

Contents of the Agenda

The agenda shall include the following information:

1) Time and location of the meeting, including, if applicable, any teleconferencing location(s);

2) A brief general description of all items of business to be transacted or discussed at the meeting, including those items to be discussed in closed session. Closed session items must be described in accordance with Government Code Section 54954.5;

3) An opportunity for members of the public to directly address the Board in accordance with the Brown Act and the Board's public comment policy (addressed below);

~~4) If teleconference locations are being utilized, an opportunity for members of the public to address the Board directly at each teleconference location;~~ and

Commented [KR5]: This is a requirement, but does not need to be stated in the agenda.

4~~5~~) Information regarding how, to whom and when a request for disability related modification or accommodation, including auxiliary aids or services, may be made by a person with a disability who requires a modification or accommodation in order to participate in the public meeting.

Supporting Information Relating to Agenda Items

The Superintendent & CEO or designee is responsible for preparing all supporting information that may accompany each agenda topic originating from the administration or the Board.

The purpose of preparing supporting information is to facilitate decision-making on the part of the Board members by having available to them in advance of Board meetings comprehensive information pertaining to each agenda topic. The supporting information shall, to the extent possible, accompany the agenda and be delivered to the Board members concurrently with the agenda.

If supporting materials are distributed to Board members during a public meeting, such materials will be made available for public inspection at the meeting if prepared by the Superintendent & CEO or other school staff. If such materials are prepared by some other person, they shall be made available after the meeting at which they were distributed. CCS may charge a fee or deposit for a copy of such materials pursuant to Government Code Section 7922.5306~~253~~.

These materials will be made available in appropriate alternative formats upon request by a person with a disability, as required by the Americans with Disabilities Act. No surcharge will be imposed on persons with disabilities in violation of the Americans with Disabilities Act.

Members of the public who request to have a topic placed on the agenda are encouraged to submit, in writing, supporting information detailing their reason for having the topic placed on the agenda and what is being requested of the Board. In the event that the requested topic is placed on the agenda, the supporting information will provide background information for Board members to help expedite the Board's handling of the topic at the Board meeting.

Board Meetings

Open Session

All meetings of the Board shall be open to the public and the media, except that the Board may hold closed sessions as authorized by the Brown Act.

Public Participation at Meetings

Public comment generally: At a regular meeting, any person may address the Board concerning any item on the agenda and any other matters within the Board's subject matter jurisdiction. At a special meeting, any person may address the Board only concerning the items on the agenda. The total time devoted to presentations to the Board on all public comment (including agenda items and non-agenda items at regular meetings) shall not exceed 15 minutes, unless additional time is granted by the Board. Members of the public may speak for up to two (2) minutes on agenda and/or non-agenda items. At the discretion of the Chair of the Board, the two (2) minute time limit may be extended to three (3) minutes.

Members of the public desiring Board action on an item are encouraged to seek placement of the issue on the Board agenda in accordance with this policy rather than presenting the matter during general public comment. This will facilitate discussion and expedite resolution since the Board cannot discuss items in a meeting that are not on the agenda. This policy is not intended to prevent the public from providing public comment in line with this policy.

Willful interruption of Board meeting: In the event that any meeting is willfully interrupted by a group(s) of persons so as to render the orderly conduct of such meeting unfeasible and order cannot be restored by the removal of individuals who are willfully interrupting the meeting, the Board may order the meeting room cleared and continue the session. Only matters appearing on the agenda may be considered in such a session. Representatives of the press or other media, if not participating in the disturbance, shall be allowed to attend any such session

Time for public comment: All public comment concerning all matters shall be heard prior to

the Board's consideration of the agenda items.

Recording and/or broadcasting of meeting: Persons attending an open meeting have the right to record or broadcast the proceedings with an audio or video recorder or a still or motion picture camera unless the Board reasonably finds that the recording or broadcast cannot continue without noise, illumination or obstruction of view that constitutes, or would constitute a persistent disruption of the proceedings.

Requests to address the Board: Prior to the beginning of the meeting, members of the public seeking to address the Board on agenda and/or non-agenda items may complete a "Speaker Request Card" (located in the Board Meeting Room), and give it to the Chair of the Board, Board Secretary, or either of their designees.

Board Members at Meetings

Board discussion and action: No action or discussion shall be taken on any item not appearing on the posted agenda. However, at a regular meeting, Board members or staff may briefly respond to statements made or questions posed by persons during public comment. At regular meetings, a Board member may, on his/her own initiative or in response to a question posed by the public, ask a question for clarification, make a brief announcement or make a brief report on his/her own activities. Additionally, a Board member may provide a reference to staff or other resources for factual information, request staff to report back to the Board at a subsequent meeting concerning any matter, or take action to direct staff to place a matter of business on a future agenda.

Exceptions in regular meetings: In regular meetings, the Board may take action on items of business not appearing on the posted agenda if any of the following conditions apply: 1) A majority of the Board determines that an emergency situation exists as defined by the Brown Act; 2) A determination by a two-thirds vote of the Board members present at the meeting, or if less than two-thirds are present, a unanimous vote of those Board members present, that there is a need to take immediate action and that the need for action came to the attention of the Board after the agenda was posted; or 3) The item was properly posted for a prior meeting occurring not more than five (5) calendar days prior to the date action is taken on the item, and at the prior meeting, the item was continued to the meeting at which action is being taken. If items are discussed under these conditions, the Chair of the Board shall publicly identify the item(s).

Closed session: Prior to holding any closed session, the Board shall disclose, in open session of the meeting, the basis for holding a closed session pursuant to Government Code Section 54954.5. The disclosure may take the form of a reference to the item(s) as they are listed by number or letter on the agenda. In the closed session, the Board may only consider the disclosed closed session agenda items.

After any closed session, the Board shall reconvene into open session prior to adjournment and make a report of any action taken in closed session and the vote or abstention of every Board member present thereon in accordance with Government Code Section 54957.1.

Minutes of Board Meetings

Open Session: Board meeting minutes shall include the time and place that the meeting was held; whether the meeting was annual, regular, special, or emergency and, if special or emergency, how authorized; the notice given; the names of directors present at the meeting, state all motions made, document the names of Board members making and seconding motions, and state the vote or abstention of each Board member present for each action taken. The minutes

pertaining to open session may also record the recommendations of the administration and the general substance of the Board's discussion or the general substance of statements pertinent to Board's business made by members of the staff or public.

Closed Session: Minutes will not be taken during Closed Session.

Minutes for Emergency Meetings: Any time an emergency meeting is held, the minutes must provide a list of persons who were notified or attempted to be notified, a copy of the roll call vote, and any actions taken at the meeting. The minutes will be posted for a minimum of 10 days in a public place as soon after the meeting as possible.

Storing the minutes: The official minutes of the Board shall be kept digitally. The following documents shall be bound with the official minutes and referred to in the text of the minutes to which they apply:

- Original copies of all resolutions unless required by other agencies, in which case photocopies of the originals may be substituted;
- Original copies of all budget transfers;
- Copies of any document determined by the Board to be attached to the official minutes; and
- Other documents which, in the opinion of the Secretary, are necessary to fully substantiate or record Board action.

In addition to the official minutes, an additional copy of all minutes and attached documents shall be maintained at the Central Office. This set of minutes shall be bound, indexed by those categories detailed above and by subject.

Quorum Requirements

A majority of the directors then in office shall constitute a quorum of the Board, which is necessary for the Board to transact business. All motions, in order to pass, need positive action by at least a majority of the directors present at a duly held meeting at which a quorum is present. Should there be less than a majority of the Board present at the inception of any meeting, the meeting shall be adjourned.

Continuances and Adjournment

Continuances

Items appearing on agendas for regular meeting may be continued to another meeting, to be held within five (5) calendar days from the date of the originally posted meeting, without triggering the requirement that the agenda item be re-posted with the requisite notice.

Adjournment

The Board may adjourn any regular or special meeting to a time and place specified in an order of adjournment. Less than a quorum may so adjourn from time to time. If all members are absent from any regular meeting, the Board Secretary may declare the meeting adjourned to a stated time and place and he/she shall cause a written notice of adjournment to be given. A copy of the notice of adjournment shall be conspicuously posted on or near the door of the place where the regular or special meeting was held within 24 hours after the time of adjournment. When a regular meeting is adjourned, the resulting adjourned regular meeting is a regular meeting for all purposes. When an order of adjournment fails to state the hour at which the adjourned meeting is to be held, it shall be held at the hour specified for regular meetings.

Board Policy #: 3 SECTION 3 - BOARD GOVERNANCE – BOARD OPERATIONS

Adopted/Ratified: October 3, 2019
Revision Date:

SECTION 3 - BOARD GOVERNANCE – BOARD OPERATIONS

Roberts Rules of Order
Absent a policy to the contrary and to the extent consistent with the Brown Act, the business of the Board at its meetings will be conducted in accordance with Roberts Rules of Order. Any member may raise a point of order under these rules, which action shall take precedence over all other business before the Board.

Voting by Board of Directors
Voting on resolutions shall be executed through the public voting of Board members. Secret ballots and proxies are prohibited.

Officers, Directors and School Liability Insurance
The Charter School will maintain adequate insurance to cover all risks associated with school activities and operations.

Appointment of Board Committees
Consistent with the charters, Bylaws, and any other applicable provisions of contract or law, the Board may appoint committees for any purpose deemed appropriate by the Board. The resolution establishing the committee shall clearly define the range of the committee's responsibility and authority, and shall specify whether the committee shall be a standing or limited-term committee. In meeting and carrying out designated purposes, any such committee shall comply with any applicable legal or contractual requirements.

Board Appointment/Nomination Process
The Board shall carry out its appointment and nomination process consistent with the requirements of its charters and Bylaws. Should the charters and Bylaws not address any issue which may arise, the Board may adopt policies or regulations which address such concerns. Should the Board wish to alter its appointment or nomination process, it must do so consistent with any requirements of its charters, unless the charters are revised.

Board Policy #: 4 SECTION 4 - BOARD GOVERNANCE - PUBLIC RECORDS REQUESTS – PUBLIC RECORDS ACT COMPLIANCE

Adopted/Ratified: October 3, 2019
Revision Date:

SECTION 4 - BOARD GOVERNANCE - PUBLIC RECORDS REQUESTS – PUBLIC RECORDS ACT COMPLIANCE

Public Records

Public Records Defined
CCS provides the public with access to its public records in accordance with legal requirements. Public records are those writings containing information relating to the conduct of CCS' business that are prepared, owned, used or retained by CCS regardless of physical form or characteristics.

Certain public records, however, are exempt from disclosure by express provision of law. These records will not be disclosed to the public. CCS may not deny disclosure of public records based on the purpose for which the record is being requested.

Records Exempt from Disclosure

Public access shall not be given to records listed as exempt from public disclosure in the California Public Records Act or other applicable statutes. Some of the more common exemptions are:

- Preliminary drafts, notes or inter/intra-school memoranda that are not retained by the Charter School in the ordinary course of business, when the public interest in withholding clearly outweighs the public interest in disclosure;
- Records pertaining to pending litigation to which CCS is a party or to claims filed against the CCS, which were created in connection with the litigation or claims and were intended to be confidential, until the pending litigation or claim has been finally adjudicated or otherwise settled.;
- Personnel, medical, or similar files, the disclosure of which would constitute an unwarranted invasion of personal privacy;
- Test questions, scoring keys and other examination data used to administer an examination for employment or academic examination, unless specifically authorized by law.
- The content of real estate appraisals or engineering or feasibility estimates and evaluations made for or by CCS relative to the acquisition of property, until all of the property has been acquired or all of the contract agreement obtained.
- Records, the disclosure of which is exempted or prohibited pursuant to federal or state law, including, but not limited to, provisions of the Evidence Code relating to privilege. This includes scholar records protected from disclosure under the Family Educational Rights and Privacy Act ("FERPA"), a federal statute that protects the privacy interests of parents and scholars with regard to education records;
- A document prepared by or for CCS that assesses its vulnerability to terrorist attack or other criminal acts intended to disrupt CCS operations and that is for distribution or consideration in a closed session.
- Records where, on the facts of the particular case, the public interest served by not disclosing the record clearly outweighs the public interest served by disclosure of the record.

CCS may, in its discretion and as permitted by law, waive the applicable exemption to the records. In this case, the disclosure constitutes a waiver for all requestors of that public record and will be open to public inspection.

Process for Requesting Public Records

Requests for Public Records

Any person wishing to inspect CCS' public records shall make the request, preferably in writing, to the**: Superintendent & CEO, CCS, 850 Hampshire Road Suite R, Thousand Oaks, CA 91361.** While a request need not be in writing, if the request is verbal, the requestor will be asked to reduce the request to writing so there is a written record of the records being requested. If the requestor chooses not to reduce the request to writing, the Superintendent & CEO or designee shall reduce the request to writing and confirm the request with the requestor. The request must reasonably describe an identifiable public record(s) and must be specific and focused.

To the extent reasonable under the circumstances, CCS will assist the requestor to make a

focused and effective request by:

- Assisting the requestor in identifying records and information that are responsive to the request or to the purpose of the request, if stated.
- Describing the information technology and physical location in which the records exist.
- Providing suggestions for overcoming any practical basis for denying access to the records or information sought.

If CCS is unable to identify the requested information after making a reasonable effort to elicit additional clarifying information from the requestor that will help identify the record(s), CCS will not provide further assistance to the requestor.

Response to Public Records Request
The Superintendent & CEO will, within 10 days of receipt of the request, provide a written response to the requester of public records. The written response shall contain the following information:

- Notice informing the requestor whether the request, in whole or in part, seeks copies of disclosable public records in the possession of CCS and the reasons for the determination.
- If the Charter School denies any request for records, in whole or in part, and the request was in writing, the notification of denial will set forth the names and titles or positions of each person responsible for the denial.
- The estimated date and time when the records will be made available.
- CCS may charge for copies of public records or other materials requested by individuals or groups. The charge, based on the direct cost of duplication, has been set by the Board of Directors at $0.25 cents per page. The direct cost of duplication includes the pro rata expense of the copying equipment used and the pro rata expense in terms of staff time required to produce the copy. It does not include the cost of locating, retrieving, or inspecting records.
- If the requestor seeks copies in electronic format, CCS may charge the requestor the direct cost of producing a copy of the record in that format. If, in order to comply with these requirements relating to electronic formatted records described below, CCS is required to produce a copy of an electronic record and the record is one that is produced only at otherwise regularly scheduled intervals or the request would require data compilation, extraction or programming to produce the record, CCS may charge the requestor the cost to construct a record, the cost of programming and computer services necessary to produce the record.
- In unusual circumstances, the Superintendent & CEO may extend the 10-day limit for up to 14 days by providing written notice to the requestor and setting forth the reasons for the extension and the date on which a determination is expected to be made. Unusual circumstances include, but only to the extent reasonably necessary to properly process the request, the following:

1) The need to search for and collect the requested records from field facilities or other locations that are separate from the office processing the request;
2) The need to search for, collect, and appropriately examine a voluminous amount of separate and distinct records that are demanded in a single request;
3) The need for consultation, which shall be conducted with all practicable speed, with another agency having a substantial interest in the determination of the request, or among two or more components of CCS having substantial subject matter interest therein;
4) The need to compile data, to write programming language or a computer program, or to construct a computer report to extract data.

If an inspection is requested, any person shall have reasonable access, during normal business hours, to the public records of CCS within the requirements of state law. However, if records are not readily available, or if portions of the records to be inspected must be redacted to protect exempt material, then CCS must be given a reasonable period of time to perform these functions prior to inspection. Such records shall be examined in the presence of the staff member regularly responsible for their maintenance.

Records Inspections or Copies
Time and Place of Inspection: A person who has made a public records request may inspect the records after the date and time identified in the response to the request. Generally, records inspections may take place at **850 Hampshire Road Suite R, Thousand Oaks, CA 91361** during office hours of the Charter School, which are **8:00A.M. to 5:00 P.M**.

Electronic Formatted Records: If CCS has information that constitutes an identifiable public record not exempt from disclosure that is in an electronic format, and it has been requested in an electronic format, CCS will make that information available in an electronic format. CCS will make the information available for inspection in any electronic format in which it holds the information. If the requested format is one that CCS uses to create copies for its own use or for provision to other agencies, CCS will provide a copy of the electronic record. CCS will not, however, provide electronic records in the electronic form in which it is held by CCS if its release jeopardizes or compromises the security or integrity of the original record or of any proprietary software in which it is maintained.

If CCS no longer has the record in electronic format, CCS will not reconstruct the record in electronic format.

Partial Disclosure: If the requested records are only partially disclosable as a portion of the record is exempt from disclosure, the reasonably segregable disclosable portion of the record(s) will be made available for inspection.

Board Policy #: 5 SECTION 5 – BOARD GOVERNANCE – RETENTION AND MANAGEMENT OF FILES AND RECORDS

Adopted/Ratified: October 3, 2019
Revision Date:

SECTION 5 – BOARD GOVERNANCE – RETENTION AND MANAGEMENT OF FILES AND RECORDS

Compass Charter Schools recognizes it is important to have procedures regarding retention of files and records, including which records should be kept and which can be destroyed.

Filing System, Record Class, Email, and Other Electronic Records

Unless necessary, records shall be kept by their originator or sender, not by the receiver; this helps avoid duplicate filing systems. Additionally, Compass Charter Schools shall:

- Keep all documentation and records for each year separate from those for other years.
- Label folders and use separate folders for different types of documents (e.g., keep invoices separate from bank reconciliation worksheets, and keep income tax returns separate from cash receipts).

Document Protection

Documents (hardcopy, online or other media) directly tied to a student record will be securely stored at individual school campuses during the duration of the student's attendance at the school and can be transferred to off-site storage upon the student's graduation or disenrollment.

Document Destruction

Hardcopy of documents will be destroyed by shredding after they have been retained until the end of the Document Retention Schedule as noted herein. Electronic copies will be destroyed by proven means to destroy such media after they have been retained at least until the end of the Document Retention Schedule as noted herein, unless the Charter School elects to maintain them or causes them to be maintained for a longer time period.

Provision of Documentation for Investigations or Litigation

Documents requested and subpoenaed by legally authorized personnel will be provided in the timeframes outlined in law. The Chair and Executive Director will authorize provision of records in consultation with legal counsel. No documents will be concealed, altered or destroyed with the intent to obstruct the investigation or litigation. In the event of a threatened or pending lawsuit, the Charter School may be required by law to retain records, including emails, beyond the established retention period so that they remain subject to legal discovery. ~~Consult legal counsel if such a demand is received, and do not dispose of the records until advised by counsel~~.

Document Retention Schedule

The following types of documents will be retained for the following periods of time. At least one copy of each document will be retained according to the following schedule:

CORPORATE RECORDS

Document	Time Period
Articles of Incorporation	Permanent
Corporate Bylaws	Permanent
IRS Form 1023 to file for tax-exempt and/or charitable status	Permanent
IRS Letter of Determination granting tax exempt status	Permanent
State Application for Tax Exempt Status (Form 3500)	Permanent
State Determination Letter granting tax exempt status	Permanent
Board Policies/Resolutions	Permanent
Board and Committee Meeting agendas and minutes	Permanent
Sales Tax Exemption Documents	Permanent
Tax ID Number Designations	Permanent
Annual Corporate Filings	Permanent

FINANCIAL RECORDS

Document	Time Period
Chart of Accounts	Permanent
Fiscal Policies and Procedures	Permanent
Audits	Permanent
Financial Statements	Permanent
General Ledger	Permanent
Check Registers/Books	7 years
Business Expenses Documents	7 years
Bank Deposit Slips	7 years
Cancelled Checks	7 years
Invoices	7 years
Investment Records (deposit, earning, withdrawals)	7 years
Property and Asset inventories	7 years
Petty cash receipts /documents	7 years
Credit card receipts	7 years

TAX RECORDS

Document	Time Period
IRS Annual Tax Filing Form 990	Permanent
FTB Annual Form 199	Permanent
Payroll Registers	Permanent
IRS Form 1099 Filings	7 years
Payroll tax returns and withholding returns	7 years
Earnings records	7 years
W-2 statements	7 years

PERSONNEL RECORDS

Document	Time Period
Recruitment, Hiring and Job Placement Records • Job applications • Resumes • Letters of recommendation • Other job inquiries sent to the Charter School • Job advertisements/postings • Results of non-medical pre-employment tests • Offers of employment • Employment agreements • Signed pre-employment disclosures (employee handbook acknowledgment, complaint procedures, etc.) • Employee training (harassment prevention, mandated reporting, etc.)	3 years after separation, or for the duration of any claim or litigation regarding hiring practices

• Employee certificates, credentials, licenses, and other evidence of qualifications • Certificate of criminal background check clearance (or failure)	
Employee Performance and Other Personnel Records • Job descriptions • Training and testing • Performance goals • Performance evaluations • Written feedback and commendations • Promotions and demotions • Letters of reprimand and discipline • Performance Improvement Plans • Termination, resignation, lay-offs, etc. • Notices and letters	3 years after separation
Employee Medical Leave Records (PDL, FMLA, CFRA, etc.) * • Requests for leave • Health care provider notes • Leave calculations • Records of disputes regarding leave • Employee benefits related to leave • Leave policies	3 years after separation * Records that contain employee confidential medical information should be retained in a separate, secure file.
Employee Wage Records • Employment agreements • Wage rates and calculations • Shift schedules (hours and days) • Time cards • Individual calculations for absences, sick days, vacation days, etc. • Itemized wage statements/pay stubs	3 years after separation Note: If a record is both a *wage record* and a *payroll record*, follow the longer retention period.
Employee Payroll Records • Employee name, address, age, and occupation • Individual wage records • Regularly hourly rate • Hours worked (daily/weekly) • Weekly overtime earnings • Daily and weekly straight time earnings • Deductions from or additions to wages • Wages paid each pay period • Pay dates and pay periods	4 years, generally

• Unemployment Insurance Records	
Employment Eligibility (I-9 Forms)	The later of (a) 1 year after separation, or (b) 3 years from date of hire.
Employee Health Records* • First-aid records • Job injuries (causing loss of work time) • Drug and alcohol test records	5 years after separation * Records that contain employee confidential medical information should be retained in a separate, secure file.
Employee Workers' Compensation Records • Copies of claim forms • Reports of occupational injury or illness • Letters of denial of benefits • Reports to the Division of Workers' Compensation • Benefits paid • Estimates of future benefits • Applications to the Workers' Compensation Appeals Board • Orders and Awards of the Workers' Compensation Appeals Board	5 years after date of injury and 2 years after claim has been closed. * Records that contain employee confidential medical information should be retained in a separate, secure file.
Employee Benefit Records • Benefits elections • Beneficiary designations • Eligibility determinations • COBRA notices • Summary plan descriptions • Other welfare benefit plan information (life, health, disability, long-term care, post-retirement medical)	6 years after separation, but not less than 1 year following a plan termination. * Records required to determine retirement benefits, including 401(k) and similar plans, must be kept indefinitely.
Chemical Safety and Toxic Exposure Records	30 years after separation (medical records of employees who have worked for less than (1) year for the employer need not be retained beyond the term of employment if they are provided to the employee upon the termination of employment)
Note: For simplicity, the Charter School may choose to keep the majority of an employee's personnel file and other records ***for the duration of employment plus four (4) years***. This time period covers nearly every law, with the exception of three (3) types of records, as outlined above, that must be removed from a file before it is disposed of and retained for a longer duration: • Pension and welfare plan information (6 years) • First aid records of job injuries causing loss of work time (5 years)	

- Safety and toxic or chemical exposure records, including safety data sheets (30 years)

INSURANCE RECORDS

Document	Time Period
Property Insurance Policy	Permanent
Directors and Officers Insurance Policy	Permanent
Workers' Compensation Insurance Policy	Permanent
General Liability Insurance Policy	Permanent
Insurance Claims Applications	Permanent
Insurance Disbursements/Denials	Permanent

CONTRACTS

Document	Time Period
All insurance Contracts	Permanent
Employment Contracts	7 years after termination
Construction Contracts	Permanent
Legal Correspondence	Permanent
Loan/Mortgage and Real Estate Documents	Permanent
Leases/Deeds	Permanent
Vendor Contracts	7 years
General and all other Contracts	7 years

DONATIONS/FUNDRAISING RECORDS

Document	Time Period
Grant Dispersal Contract	Permanent
Donor Lists	7 years
Grant Applications	7 years
Donor Acknowledgments	7 years

MANAGEMENT PLANS AND PROCEDURES

Document	Time Period
Strategic Plan	7 years
Staffing, programs, marketing, finance, fundraising and evaluation plans	7 years
Vendor Contracts	7 years
Disaster Recovery Plan	7 years

STUDENT RECORDS

Document	Time Period
Mandatory Permanent (Original or copy)	Permanent (even after student leaves the charter school)
(A) Legal name of student	
(B) Date of Birth	
(C) Method of verification of birth date	
(D) Sex of student	

(E) Place of birth	
(F) Name and address of parent of minor student	
- Address of minor student if different than above.	
- An annual verification of the name and address of the parent and the residence of the student.	
(G) Entering and leaving date of each school year and for any summer session or other extra session.	
(H) Subjects taken during each year, half-year, summer session, or quarter.	
(I) If marks or credit are given, the mark or number of credits toward graduation allows for work taken.	
(J) Verification of or exemption from required immunizations.	
(K) Related Master Plan student documents.	
(L) Date of high school graduation or equivalent.	
Mandatory Interim (Original or copy)	At least 3 school years after the student leaves the charter school or usefulness ceases. Records that are part of any legally required audit cannot be destroyed until after the third July 1 succeeding completion of the audit. (4 CCR §16020.)
(A) A log or record identifying those persons (except authorized school personnel) or organizations requesting or receiving information from the record. The log or record shall be accessible only to the legal parent or guardian or the eligible pupil, or a dependent adult pupil, or an adult pupil, or the custodian of records.	
(B) Health information, including Child Health Developmental Disabilities Prevention Program verification or waiver.	
(C) Participation in special education programs including required tests, case studies, authorizations, and actions necessary to establish eligibility for admission or discharge.	
(D) Language training records.	
(E) Progress slips and/or notices as required by Education Code Sections 49066 and 49067.	
(F) Parental restrictions regarding access to directory information or related stipulations.	
(G) Parent or adult pupil rejoinders to challenged records and to disciplinary action.	
(H) Parental authorizations or prohibitions of pupil participation in specific programs.	
(I) Results of standardized tests administered within the preceding three years.	
Permitted Records (Original or copy)	At least 6 months after the student's completion of or withdrawal from the charter school or usefulness ceases.
(A) Objective counselor and/or teacher ratings.	
(B) Standardized test results older than three years.	
(C) Routine discipline data.	
(D) Verified reports of relevant behavioral patterns.	
(E) All disciplinary notices.	
(F) Attendance records not used for apportionment or compulsory education (not covered in Administrative Code Section 400).	
Miscellaneous	

Individual student injury record for which a claim was filed	1 year after the claim has been settled or after the statute of limitations has run out.
Emails	If an email falls into one of the above categories for mandatory permanent, mandatory interim, or permitted records, it shall be printed, placed in the student's file, and maintained consistent with the time periods above.

~~**Record Class**~~

~~Compass Charter Schools shall adhere to the following record classes to optimize filing efficiency, records access, record classifications, and retention periods:~~

- ~~**Class 1: Permanent Records**. Permanent records shall be kept indefinitely in accordance with statute or other written guidance.~~
- ~~**Class 2: Optional/Temporary Records**. Optional records are any records worthy of temporary preservation not classified as Class 1, Permanent records.~~
- ~~**Class 3: Disposable Records.** All records not classified as Class 1: Permanent, or Class 2: Optional/ Temporary, shall be classified as Class 3: Disposable.~~
- ~~**Email Class Records.** Compass Charter Schools shall retain all email records of the Charter School for a maximum of one fiscal year beginning July 1 and ending June 30 of the year after the email was created. For example, if the email was created in February 2017, during fiscal year 2016-2017, the email would not be deleted until the end of the 2017-2018 fiscal year, or June 30, 2018. All emails older than one fiscal school year after the year the email was created shall be automatically deleted from the Charter School's email system, servers, backup servers, and any other electronic storage system as early as the first day of the subsequent fiscal school year. The subsequent fiscal school year is defined as beginning on July 1.~~
  ~~Should any email be determined to be retained longer than one fiscal year beyond the date the email was created, the email shall be archived in the email system, or printed and filed.~~
- ~~**Other Electronic Records**: Other electronic records are electronic records saved on a hard drive, flash drive, or other electronic storage medium of the staff or individual who retains the record in its final form. Any electronic record not classified as Class 1: Permanent or Class 2: Optional/Temporary shall be classified as Class 3: Disposable. Once an electronic record is considered Class 3: Disposable, employees will conduct a reasonable search of all electronic sources of information (computer hard drives, flash drives, servers, compact discs and other electronic media) in their possession and shall~~

delete those electronic records permanently.

Records Retention

Files shall be maintained for as long as necessary but only according to requirements set in the Charter School's records retention policy.

Copies of critical records that are vital to the Charter School's daily operations should be kept off site in case of disaster. This may include information needed to file insurance claims (e.g. asset lists, insurance contacts, policy numbers), financial data for tax purposes (e.g. wages paid, income and expenses), contact lists to inform or restart the business (e.g. vendors, customers, investors and employees), and other data to help rebuild the business (e.g. business plans, intellectual property, or proprietary information).

Destruction of Class 3: Disposable Records

Within three to six months after the end of each school year, all Class 3 records shall be destroyed. All records are to be preserved until they are deemed Class 3 records.

A list of records to be destroyed shall be circulated to all affected individuals for review and comment 30 days prior to destruction. The list of records destroyed shall be maintained permanently.

Destruction of the files or records may be performed by an independent, outside service to prevent reconstruction of the records. Disposal of records into the Charter School's trash shall not be allowed.

Disposal Period

All Class 3: Disposable records shall not be destroyed until after the third July 1 succeeding the completion of the Charter School's annual independent audit required by Education Code or of any other legally required audit, or after the ending date of any retention period required by any agency other than the State of California, whichever date is later. For example, if the June 30, 2015 annual independent audit were completed and issued by December 15, 2015, the third July 1 after completion of the audit would be July 1, 2018.

Unless otherwise specified in policy, all Class 3: Disposable records shall be destroyed during the third school year after the school year in which they originated (e.g., 2014-15 records may be destroyed after July 1, 2018).

When in doubt about when a record should be disposed of or destroyed, nonpermanent records shall not be destroyed until seven years after the end of the fiscal year in which the record was created. For example, if a document was created in February 2016, the end of the fiscal year is June 30, 2016; therefore, the document would not be destroyed until July 1, 2023 or later.

Examples of Class 1, 2 and 3 Records

Class 1: Permanent Records — Do Not Destroy

A. Annual Reports

- Official budget.
- Financial report of all funds.
- Audit of all funds.
- Average daily attendance, including reports for the first and second interim reporting periods (P-1 and P-2).
- Other major annual reports, including: Those containing information about property,

activities, financial condition, or transactions.
- Those the governing board has declared permanent.

B. Official Actions
- Minutes of the governing board or committees thereof, including the text of a rule, regulation, policy or resolution not set forth verbatim in the minutes but included therein by reference.
- Records transmitted by another agency that pertain to that agency's action with respect to the Charter School's reorganization.

C. Personnel Records (Employees)
- All employee records related to employment, assignment, amounts and dates of service rendered, termination or dismissal, sick leave, rate of compensation, salaries or wages paid, and deductions or withholdings made and the person or agency to whom such amounts were paid. In lieu of detailed records, a complete and accurate summary payroll record for every employee of the Charter School containing the same data may be classified as Class 1: Permanent, and the detailed records may then be classified as Class 3: Disposable.

D. Pupil Records
- The enrollment and scholarship records for each pupil.
- All records pertaining to any accident or injury involving a minor and for which a claim for damages has been filed as required by law, including any policy of liability insurance relating thereto, except that these records cease to be Class 1: Permanent records one year after the claim has been settled, or sooner if the statute of limitations has run out.
- Any record, file, document, or other material that contains information directly related to a scholar and is maintained by the Charter School is considered a pupil record.

E. Property and Insurance Records
- All detailed records related to land, buildings and equipment. In lieu of such detailed records, a complete property ledger may be classified as Class 1: Permanent, and the detailed records may then be classified as Class 3: Disposable, if the property ledger includes the following:
  - All fixed assets.
  - An equipment inventory.
- For each item of property, the date of acquisition or augmentation, the person from whom acquired, an accurate description or identification, and the amount paid. Comparable information is required if the unit is sold, lost, or otherwise disposed of.
- All insurance records. Insurance policies are contracts and should be retained indefinitely.

F. Historical records.
- Articles of incorporation
- IRS nonprofit determination letter
- Administrative guides
- Annual reports
- School employee directories
- Employee newsletters and handbooks
- Educational objectives, Charter School goals and reaffirmation of loyalty -

Racial and ethnic surveys
· Yearbooks and other school publications
· All unique or old administrative and instructional publications
· All identified or identifiable photos of Charter School people, places and events · All unique or old documents or publications about the history of the Charter School

Class 2: Optional/Temporary Records
Any record worthy of temporary preservation but not classified as Class 1: Permanent may be classified as Class 2: Optional/Temporary and shall then be retained until reclassified as Class 3: Disposable.

If the Superintendent & CEO or Governing Board decide that classification should not be made, all records of the prior year may be classified as Class 2: Optional/Temporary, pending further review and classification within one year. Optional/Temporary records may include records considered useful for administrative, legal, fiscal or other purposes, and they may remain Optional/Temporary for a period of years.

Examples of Optional/Temporary records include:
A. Gross receipts
Gross receipts show the income received. The Charter School should keep supporting documents that show the amounts and sources of gross receipts, such as the following:
● Cash register tapes (e.g., for scholar store sales)
● Bank deposit slips
● Receipt books
● Invoices
● Credit card charge slips
● Forms 1099-MISC, Miscellaneous Income
● Other cash receipts such as cash count forms and receipt books

B. Inventory
Inventory is a record of any item purchased and resold to customers, even if it is for fundraising. If the Charter School is the manufacturer or producer of an item, the inventory includes the cost of all raw materials or parts purchased for manufacture. Supporting documents should show the amount paid and that the amount was for inventory. Documents that report the cost of inventory include the following: · Canceled checks
· Cash register tape receipts
· Credit card sales slips and invoices

C. Expenses
Expenses are the costs incurred (other than the cost of inventory) to carry on the Charter School's business. Supporting documents should show the amount paid and that the amount was a business expense. Documents include the following: · Canceled checks
· Cash register tapes
· Account statements
· Credit card sales slips
· Invoices

- Petty cash slips for small cash payments

D. Travel, transportation, entertainment, and gift expenses

- Specific recordkeeping rules apply to these expenses. For more information, see IRS Publication 463.

E. Employment taxes

- Specific employment tax records must be retained. For a list, see IRS Publication 15. - Keep employment tax records for at least four years after the date the tax is due or is paid, whichever is later.

F. Assets

Assets are the property the Charter School owns and uses, such as real estate, machinery and furniture. The Charter School shall keep records that verify certain information about its assets.

Asset records should show the following information:

- When and how the asset was acquired
- Purchase price
- Cost of any improvements
- Deductions taken for depreciation
- Deductions taken for casualty losses, such as losses from fires or storms - How the asset was used
- When and how the asset was disposed of
- Selling price
- Expenses of sale

The following documents may provide this information:

- Purchase and sales invoices
- Real estate closing statements
- Canceled checks

G. Other

- General ledger detail report
- All bank records (e.g., bank statements and bank reconciliations)
- All income tax returns
- All minutes of all charter school meetings

H. Record retention time limits – IRS nonprofit tax return standards

To help nonprofits follow its record retention requirements for documents related to filing nonprofit tax returns, the IRS provides guidance for how long records should be kept. Record retention time limits for income tax returns offer the best guidance because most recordkeeping is to comply with IRS requirements.

1. Records shall be kept for three years if situations 4, 5, and 6 below do not apply to the nonprofit.
2. If the Charter School files a claim for a credit or refund after having filed its return, records shall be kept for three years from the date the original return was filed or two years from the date the tax was paid, whichever is later.
3. If the Charter School files a claim for a loss from worthless securities or a deduction for bad debt, records shall be kept for seven years.

~~4. If the Charter School does not report income that it should have reported, and that income is more than 25% of its gross income shown on its return, records shall be kept for six years.~~
~~5. If the Charter School does not file a return, records shall be kept indefinitely. 6. If the Charter School files a fraudulent return, records shall be kept indefinitely.~~

~~**Class 3: Disposable Records**~~
~~All records not classified as Class 1: Permanent or Class 2: Optional/Temporary shall be classified as Class 3: Disposable, including but not limited to the following:~~
~~● Records essential to an audit, including those related to attendance, average daily attendance, or business or financial transactions (e.g., purchase orders, invoices, warrants, ledger sheets, canceled checks and stubs, and scholar body and cafeteria fund records), and detailed records used in the preparation of any other report.~~
~~● Teachers' registers may be classified as Class 3: Disposable only if all pupil information associated with the teachers' registers is retained in other records or if the pupil record information is removed from the teachers' register and is classified as Class 1: Permanent.~~
~~● Periodic reports including daily, weekly, and monthly reports, bulletins and instructions.~~

Federal Funds
United States Code, Title 20, Section 1232f (a) states:

> Each recipient of federal funds under any applicable program through any grant, subgrant, cooperative agreement, loan, or other arrangement shall keep records which fully disclose the amount and disposition by the recipient, of those funds, the total cost of the activity for which the funds are used, the share of that cost provided from other sources, and other records as will facilitate an effective financial or programmatic audit. The recipient shall maintain such records for three years after the completion of the activities for which the funds are used.

Title 20, Section 1232f (b) states,

> The Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access, for the purpose of audit examination, to any records maintained by a recipient that may be related, or pertinent to, grants, subgrants, cooperative agreements, loans, or other arrangements to which reference is made in subsection (a) of this section, or which may relate to the compliance of the recipient with any requirement of any applicable program.

Electronic Records
For purposes of this policy, an electronic record is defined as a computer-generated record. This means an email, pdf, Microsoft Excel, Word, or PowerPoint file, JPEG, WAV, or other file created using computer software or hardware and stored in any electronic medium including but not limited to magnetic, tape, disc, or other type of drive device, or cloud-based storage. A paper printout of an electronic record is not considered an electronic record.

Records Not Subject to Records Retention
The following are not considered records and therefore are not covered by the records retention policy and may be destroyed at any time by any member of the Charter School:

- Preliminary drafts and informal notes that have no further value to the Charter School.
- Personal notes and personal correspondence, including personal email correspondence, even if it is created or sent using a Charter School computer or on the Charter School's premises.

· Personal financial or tax information, or any other information of a purely personal nature, even if those records are kept on the Charter School's premises or on its computers.
· Advertisements, spam or junk email of any kind received by the Charter School or any Charter School employee or computer.
· Library books, magazines, and pamphlets not prepared by or for the Charter School. · Textbooks, maps used for instruction, and other instructional materials. · Any other document (paper or electronic, including email) that has nothing to do with the Charter School's business or with its scholars, teachers, management, other employees, or contractors.

~~**Litigation Hold**~~
~~In the event of a threatened or pending lawsuit, the Charter School may be required by law to retain records, including emails, beyond the established retention period so that they remain subject to legal discovery. Consult legal counsel if such a demand is received, and do not dispose of the records until advised by counsel.~~

Board Policy #: 6 SECTION 6 - FISCAL – CONTROLS

Adopted/Ratified: October 3, 2019
Revision Date: July 26, 2022

SECTION 6 - FISCAL – CONTROLS

The Board of Compass Charter Schools has reviewed and adopted the following policies and procedures to ensure the most effective use of the funds of CCS to support the mission and to ensure that the funds are budgeted, accounted for, expended, and maintained appropriately. CCS will develop and monitor its budget in accord with the annual budget development and monitoring calendar as specified below:

January – February
· The Board will work with the Superintendent & CEO, with the assistance of the Charter School's back office services provider, to review the Governor's proposed state budget for the upcoming fiscal year, and identify the likely range of revenues for the school's upcoming fiscal year (July 1-June 30).
· The Superintendent & CEO, with the assistance of the Charter School's back office services provider, reviews/prepares a set of proposed budget development principles for board review and approval.
· Develop rough planning budget for the upcoming fiscal year, including projected enrollment and any proposed staffing changes.
· Develop five-year budget projection in accord with the schools' established strategic and growth plans.
· Ongoing monitoring and revision of current year budget.

March – April
· The Superintendent & CEO, working in conjunction with the Charter School's back office services provider, staff, Board members, and the Chief Operations Officer, prepares a formal budget plan for the upcoming fiscal year. The plan is reviewed by the Board.
· Ongoing monitoring and revision of current year budget.

May – June

- · Superintendent & CEO, with the assistance of the Charter School's back office services provider, reviews revenue projections subsequent to the Governor's annual "May Revise" budget figures, fine-tunes the upcoming fiscal year budget to accommodate any changes. This budget will include monthly cash flow projections.
- · The Board reviews and formally adopts a budget for the upcoming fiscal year before June 30. A copy of the final budget is provided to the charter-granting agency.
- · Ongoing monitoring and revision of current year budget.

July – August

- · Books for the prior fiscal year are closed, all transactions are posted, and records are assembled for audit.
- · Budget is reviewed subsequent to the adoption of the State Budget Act and necessary adjustments are made. A copy of the revised final budget is provided to the charter granting agency.
- · Independent auditor performs audit of the just-closed fiscal year and prepares audit report for submission to the Board.

September – December

- · At the end of the first full week of school, the Superintendent & CEO, with the assistance of the Charter School's back office services provider, reviews CCS's actual attendance figures and notifies the Board if actual attendance is below budget projections. If needed, the school's budget is again revised to match likely revenues.
- · At its September regular meeting, the Board reviews and approves the Compass Charter Schools' enrollment capacity for the school year.
- · The Board reviews a copy of the audit. The Superintendent & CEO and Finance Committee, with the assistance of the Charter School's back office services provider, address any audit exceptions or adverse findings. Audit report and any follow-up plans are submitted to the charter authorizer and other entities, as required by law.
- · The Superintendent & CEO, with the assistance of the Charter School's back office services provider, reviews current year actual versus budgeted revenues and expenditures after the second and fifth months of the school year and reports to the Finance Committee. The Board approves any needed changes to the annual budget.

Controls, Budget, and Fiscal Management: CCS will maintain in effect the following principles in its ongoing fiscal management practices to ensure that, (1) expenditures are authorized by and in accordance with amounts specified in the board-adopted budget, (2) the schools' funds are managed and held in a manner that provides a high degree of protection of the schools' assets, and (3) all transactions are recorded and documented in an appropriate manner.

Segregation of Duties: CCS will develop and maintain simple check request and purchase order forms to document the authorization of all non-payroll expenditures. All proposed expenditures must be approved by the Superintendent & CEO, or his/her designee, who will review the proposed expenditure to determine whether it is consistent with the Board-adopted budget and sign the payment request form. All transactions will be posted in a general ledger. The transactions will be posted on the ledger by the Chief Operations Officer or his/her assistant at the School site or as outsourced to a Board-approved back office provider or its outside accounting firm. To ensure segregation of recording and authorization, the Finance Coordinator may not co-sign check requests for purchase orders or checks for payment.

Banking Arrangements: CCS will maintain its accounts either in the County Treasury or at a federally insured commercial bank or credit union. Funds will be deposited in non-speculative accounts including federally-insured savings or checking accounts or invested in non-speculative federally-backed instruments or in the County's Pooled Money Investment Fund. If funds are held in accounts outside of the County Treasury, the Board must appoint and approve all individuals authorized to sign checks or warrants in accord with these policies. All checks must have the additional signature of the Superintendent & CEO. An approved vendor will reconcile the school's ledger(s) with its bank accounts or accounts in the county treasury on a monthly basis and prepare (1) a balance sheet, (2) a comparison of budgeted to actual revenues and expenditures to date, and (3) a cash flow statement. The Superintendent & CEO and the Board will regularly review these statements. The School will deposit all funds received as soon as practical upon receipt. All funds received shall be deposited or transferred into the school's accounts at the earliest possible convenience and in no event later than 48 hours after receipt.

Purchasing Procedures: When state and federal law do not provide for more stringent requirements, it is the policy of the Board that all purchases over $50,000 must include documentation of a good faith effort to secure the lowest possible cost for comparable goods or services. The Superintendent & CEO or his/her designee shall not approve purchase orders or check requests lacking such documentation. Documentation shall be attached to all check and purchase order requests showing that at least three (3) vendors were contacted and such documentation shall be maintained for three (3) years.

- The Superintendent & CEO may authorize expenditures and may sign related contracts within the approved budget. The Governing Board must review all expenditures. This will be done via approval of a check register which lists all checks written during a set period of time and includes check #, payee, date, and amount. The Governing Board must also approve contracts over $100,000.
- The Chief Operations Officer must approve all purchases. Purchase requisitions, authorizing the purchase of items greater than $25,000, must be signed by the Superintendent & CEO and submitted with the related invoice.
- When approving purchases, the Chief Operations Officer must:
    - Determine if the expenditure is budgeted
    - Determine if funds are currently available for expenditures (i.e. cash flow)
    - Determine if the expenditure is allowable under the appropriate revenue source
    - Determine if the expenditure is appropriate and consistent with the vision, approved charter, school policies and procedures, and any related laws or applicable regulations
    - Determine if the price is competitive and prudent. All purchases over $50,000 must include documentation of a good faith effort to secure the lowest possible cost for comparable goods or services
- Any individual making an authorized purchase on behalf of the Charter School must provide appropriate documentation of the purchase.
- Individuals other than those specified above are not authorized to make purchases without pre-approval.
- Individuals who use personal funds to make unauthorized purchases will not be reimbursed. Authorized purchases will be promptly reimbursed by a payroll reimbursement upon receipt of a reimbursement form and original receipt documenting the purchase.
- The Superintendent & CEO may authorize an individual to use a school credit card to make an authorized purchase on behalf of the Charter School, consistent with the guidelines and limitations provided by the Superintendent & CEO and/or Board.

- Individuals who receive a school credit card must ensure the card is kept in a safe location.
- If receipts are not available or are "missing," the individual making the charge may submit an "Affidavit for a Lost Receipt" Form, otherwise they will be held personally responsible for payment.
- Credit cards will bear the names of both CHARTER SCHOOL and the individual user.
- Debit cards are not allowed.
- All purchases must also comply with the Procurement and Contract Bidding Policy.

Petty Cash

- The Chief Operations Officer will manage the petty cash fund.
- The petty cash fund will be capped at $1,000.
- All petty cash will be kept in a locked petty cash box in a locked drawer or file cabinet. Only the Chief Operations Officer and Superintendent & CEO will have keys to the petty cash box and drawer or file cabinet.
- All disbursements will require a completed and signed petty cash slip. A register receipt for all purchases must be attached to the petty cash slip.
- The Chief Operations Officer will ensure that the petty cash slip is properly completed and that a proper receipt is attached.
- At all times the petty cash box will contain receipts and cash totaling $1,000. A register receipt must support the petty cash slip. The individual using the petty cash to make a purchase is responsible for submitting the receipt for the petty cash slip to the Chief Operations Officer within 24 hours of withdrawing the petty cash.
- When expenditures total $200, the Chief Operations Officer will total the disbursements, complete a petty cash reimbursement form, and obtain the approval of the Superintendent & CEO. This should be done on at least a quarterly basis. The petty cash slips and supporting receipts will be attached to the reimbursement request form and forwarded to the back office provider.
- Petty cash fund reimbursement checks will be made payable to the Chief Operations Officer. The reimbursement check will be immediately cashed and the money returned to the petty cash fund.
- Any irregularities in the petty cash fund will be immediately reported in writing to the Superintendent & CEO.
- Loans will not be made from the petty cash fund.
- The Superintendent & CEO will conduct unscheduled counts of the petty cash fund.

Record Keeping: Transaction ledgers, canceled/duplicate checks, attendance and entitlement records, payroll records, and any other necessary fiscal documents will be maintained by Charter School staff in a secure cloud-based server for at least three years, or as long as required by applicable law, whichever is longer.

Appropriate back-up copies of electronic and paper documentation, including financial and attendance accounting data, will be regularly prepared and stored in a secure cloud-based server separate from the Charter School Property Inventory.

The Superintendent & CEO, or his/her designee, shall establish and maintain an inventory of all non-consumable goods and equipment worth over $2,500. This inventory shall include the original purchase price and date, a brief description, serial numbers, and other information appropriate for documenting the school's assets. This property will be inventoried on an annual

basis and lists of any missing property shall be presented to the Board. All non-consumable school property lent to scholars shall be returned to the school no later than five (5) working days after the end of the school year. Any excess or surplus property owned by the school may be sold or auctioned by the Superintendent & CEO, or his/her designee, provided he/she engages in due diligence to maximize the value of the sale or auction to the school. The sale or auction of property owned by the school with a fair market value in excess of $25,000 shall be approved in advance by the Board.

Payroll Services: CCS will contract with a reputable, bonded, and insured payroll contractor to prepare payroll checks, tax and retirement withholdings, tax statements, and to perform other payroll support functions. The Superintendent & CEO, or his/her designee, will establish and oversee a system to prepare time and attendance reports and submit payroll check requests.

The Superintendent & CEO and Board will review payroll statements annually to ensure that (1) the salaries are consistent with staff contracts and personnel policies and (2) the proper tax, retirement, disability, and other withholdings have been deducted and forwarded to the appropriate authority. All staff expense reimbursements will be on payroll checks. Upon hiring of staff, a personnel file will be established with all appropriate payroll-related documentation including a federal I-9 form, tax withholding forms, retirement date, and an accounting of the use of sick leave.

Negotiating Funding Entitlements: The Superintendent & CEO shall prepare a set of negotiating principles for Board approval prior to engaging in negotiations over funding entitlements with the charter granting agency and state. Superintendent & CEO will take lead responsibility for negotiating all revenue arrangements with the charter granting agency and appropriate state education agency staff. These arrangements will be documented in appropriate and detailed Memoranda of Understanding for approval by the Board.

Required Budget and Other Fiscal Reports: The Superintendent & CEO, working in conjunction with the Chief Operations Officer, will produce and submit to authorizers any and all required fiscal reports as may be required by state or federal law, or mandated by the terms of the school's charter. These include, but are not limited to, attendance reports, enrollment and other data reports required by the California Basic Educational Data System, and other related data.

Fundraising, Grant Solicitation, and Donation Recognition: All fundraising or grant solicitation activities on behalf of the Charter School must be approved in advance by the Board. The Board shall be informed of any conditions, restrictions, or compliance requirements associated with the receipt of such funds, including grants or categorical programs sponsored by the state or federal government. The Board shall be notified no later than the next regular board meeting of the award or receipt of any funds and shall approve the receipt of any grants, donations, or receipts of fundraising proceeds prior to their deposit in the school's accounts.

Annual Financial Audit

- The Board will annually appoint a finance committee by January 1 to select an auditor by March 1 prior to year-end (June 30th).
- Any persons with expenditure authorization or recording responsibilities within the Charter School may not serve on the committee.
- The committee will annually contract for the services of an independent certified public accountant to perform an annual fiscal audit.
- The audit shall include, but not be limited to:
    - An audit of the accuracy of the financial statements

Commented [KR6]: Is the finance committee different from the audit committee? On page 5 you deleted reference to the audit committee.

- An audit of the attendance accounting and revenue accuracy practices

Contracts:

- Consideration will be made of in-house capabilities to accomplish services before contracting for them.
- Office staff will keep and maintain a contract file evidencing the competitive bids obtained (if any) and the justification of need for any contracts over $50,000.
  - Competitive bids will be obtained where required by law or otherwise deemed appropriate and in the best interests of the Charter School.
- Written contracts clearly defining work to be performed will be maintained for all contract service providers (e.g. consultants, independent contractors, subcontractors).
- Contract service providers must show proof of being licensed and bonded, if applicable, and of having adequate liability insurance and worker's compensation insurance currently in effect. The Superintendent & CEO may also require that contract service providers list the Charter School as an additional insured.
- If the contract service provider is a sole proprietor or a partnership (including LP, and LLP), the Chief Operations Officer will obtain a W-9 from the contract service provider prior to submitting any requests for payments.
- The Superintendent & CEO will approve proposed contracts and modifications in writing.
- Contract service providers will be paid in accordance with approved contracts as work is performed.
- The Superintendent & CEO and/or his designee will be responsible for ensuring the terms of the contracts are fulfilled.
- If a conflict of interest exists, the Board shall comply with Government Code Section 1090 et seq., the Political Reform Act, and Corporations Code 5233.
- All contracts must also comply with the Procurement and Contract Bidding Policy.

Accounts Payable:

- All original invoices will immediately be forwarded to the Finance Department
- The Finance Department will carefully review each invoice, attach all supporting documentation, and verify that the specified services and/or goods were received. When receiving tangible goods from a vendor, the person designated to receive deliveries should trace the merchandise to the packing list and notify the Finance Coordinator of any items that were not in the shipment;
- The Finance Coordinator will complete the required information, including noting the specific account code and restrictor code (if applicable) for the item that is to be charged for the specified expenditures. This information will be entered into a weekly payment allocation form which is sent to the Chief Operations Officer for review and approval;
- Once approved by the Chief Operations Officer, he/she will stamp an approval on the invoice and forward the invoices to the Finance Coordinator;
- The invoice and supporting documentation will be sent to the back office provider on at least a weekly basis. The back office provider will then process the invoices with sufficient supporting documentation;
- The Chief Operations Officer may authorize the back office provider to pay recurring expenses (e.g. rent) with the Superintendent & CEO's formal approval (signature) on the invoice when dollar amounts fall within a predetermined range. A list of the vendors and the dollar range for each vendor must be provided to the back office provider in writing and updated on an annual basis.

Bank Checks

- The Board will approve, in advance, the list of authorized signers on the school account.

The Superintendent & CEO, the Chief Operations Officer, and any other employee authorized by the Board may sign bank checks within established limitations.

- The Superintendent & CEO, with advance Board approval, is authorized to open and close bank accounts.
- The Chief Operations Officer, the Superintendent & CEO and the back office provider will be responsible for all blank checks and will keep them under lock and key. ● When there is a need to generate a bank check, the Chief Operations Officer will send appropriate approved documentation to the back office provider.
- Once approved by the Superintendent & CEO and the Chief Operations Officer, the back office provider issues the check based on the check authorization prior to obtaining the appropriate signature(s).
- The Superintendent & CEO and the Chief Operations Officer will co-sign all checks.

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