



## Compass Charter Schools

### Meeting of the Compass Board of Directors

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#### Date and Time

Saturday May 18, 2024 at 10:00 AM PDT

#### Location

The Carson Doubletree  
2 Civic Plaza Dr.  
Carson, CA 90745

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This meeting will be held in person at the Carson Doubletree at 2 Civic Plaza Dr., Carson, CA 90745.

Participants are also able to view the meeting from your computer, tablet or smartphone:

#### Join Webinar

<https://compasscharters-org.zoom.us/j/85208964098?pwd=ZWEyYUZhVjQyamR1R2NhUXdvUFpDZz09>

Meeting ID: 852 0896 4098

Passcode: 362965

One tap mobile

+16694449171,,85208964098# US

+13462487799,,85208964098# US (Houston)

Meeting ID: 852 0896 4098

Find your local number: <https://compasscharters-org.zoom.us/u/kciDSXulI9>

For questions or requests regarding accessibility, please call Tami Wrigley at (805) 405-5898.

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## Agenda

	Purpose	Presenter	Time
<b>I. Opening Items</b>			<b>10:00 AM</b>
Opening Items			
<b>A.</b>	Call the Meeting to Order	Thomas Arnett	1 m
<b>B.</b>	Record Attendance	Tami Wrigley	1 m
<b>C.</b>	Welcoming Inclusion Activity	Discuss Lainie Rowell	5 m
<b>II. Consent Items</b>			<b>10:07 AM</b>
<b>A.</b>	Consent Items	Vote Thomas Arnett	5 m
<p>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.</p> <ul style="list-style-type: none"> <li>• Approval of the May 18, 2024 Annual Meeting Agenda</li> <li>• Approval of the March 9, 2024 Regular Meeting Minutes</li> </ul>			
<b>B.</b>	Approval of March 9, 2024 Regular Meeting Minutes	Approve Minutes Thomas Arnett	1 m
Approve minutes for Meeting of the Compass Board of Directors on March 9, 2024			
<b>III. Public Comment</b>			<b>10:13 AM</b>
<b>A.</b>	Public Comment	FYI Thomas Arnett	10 m
<p>Addressing the Board – Board meetings are meetings of the Board of Directors and will be held in a civil, orderly and respectful manner. All public comments or questions should be addressed to the Board through the Chair of the Board. To ensure an orderly meeting and an equal opportunity for each speaker, persons wishing to address the Board must complete a Speaker Request Card (<a href="https://forms.gle/jEmpDNMxeZYjirg89">https://forms.gle/jEmpDNMxeZYjirg89</a>) and submit it to Tami Wrigley. The Speaker Request Card must contain speaker name, contact number or email, and subject</p>			

	Purpose	Presenter	Time
<p>matter and submitted to the Executive Assistant to the Superintendent prior to the start of the meeting. Members of the public may address the Board on any matter within the Board’s jurisdiction and have <b>two (2) minutes each</b> to do so. The total time of each subject will be fifteen (15) minutes, unless additional time is requested by a Board Member and approved by the Board.</p>			

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.

<b>IV. Communications</b>			<b>10:23 AM</b>
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|-----------|--|---------|---------------|------|
| <b>A.</b> | Board Member Communication   | Discuss | Thomas Arnett | 10 m |
|           | <ul style="list-style-type: none"> <li>• Thomas Arnett</li> <li>• Therese Christopher</li> <li>• Samantha Herrod</li> <li>• Lainie Rowell</li> <li>• Dr. William Stinde</li> </ul> |         |               |      |

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|-----------|--------------------------------|---------|-----------------|-----|
| <b>B.</b> | Parent Advisory Council Update | Discuss | Samantha Herrod | 5 m |
|-----------|--------------------------------|---------|-----------------|-----|

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|-----------|-----------------------------------|---------|-------------|-----|
| <b>C.</b> | Scholar Leadership Council Report | Discuss | Taia Saurer | 5 m |
|-----------|-----------------------------------|---------|-------------|-----|

<b>V. Committee Reports</b>			<b>10:43 AM</b>
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|-----------|----------------------------------|---------|--------------|------|
| <b>A.</b> | EL / ELAC Committee Presentation | Discuss | Christy Saez | 10 m |
|-----------|----------------------------------|---------|--------------|------|

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|-----------|---|---------|----------------|------|
| <b>B.</b> | Diversity, Equity, and Inclusion Committee Presentation           | Discuss | Sarah Eagleton | 10 m |
|           | Presentation <a href="#">link</a> for the DEI Committee Overview. |         |                |      |

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|-----------|--|---------|------------------|------|
| <b>C.</b> | School Counseling Advisory Presentation  | Discuss | Michelle Bateman | 10 m |
|           | School Counseling Advisory Council Overview <a href="#">link</a> to presentation |         |                  |      |

	Purpose	Presenter	Time
<b>VI. Scholar Spotlight</b>			<b>11:13 AM</b>
<b>A.</b> Scholar Spotlight <a href="#">Spotlight</a> - Meet the Morgan Family	FYI		3 m
<b>VII. Superintendent's Report</b>			<b>11:16 AM</b>
<b>A.</b> Superintendent's Report <a href="#">Presentation</a>	Discuss	Elizabeth Brenner	20 m
<b>B.</b> Policy Updates Annual update of the Independent Study Board Policy Annual update of the Master Agreement and Acknowledgement of Responsibilities Annual Update of the Privacy Policy for Website	Vote	Elizabeth Brenner	15 m
<b>VIII. Unfinished Business</b>			<b>11:51 AM</b>
<b>A.</b> New Board Member Onboarding	Discuss	Thomas Arnett	15 m
<b>IX. Academic Services</b>			<b>12:06 PM</b>
<b>A.</b> Academic Division Update <a href="#">Summary of activity in Academics Division.</a>	FYI	Greg Cohen	5 m
<b>B.</b> Review and approval of Special Education Non-Public School Contracts for 24/25 school year.  Compass contracts with No-Public Agencies to provide related services and assessments to scholars who require these services based on their individual Education Plan. Compass utilized four agencies to provide the majority of these services in a virtual platform. El Paseo, Oxford, Specialized Therapy Services ( OAS) and Partners in Special Education (PSE).  Recommend approving the contracts in the following amounts: El Paseo \$520,000, Oxford \$550,000, PSE \$750,000 and OAS 450,000. for Extended School year 2024 and the 2024/25 school year.	Vote	Greg Cohen	5 m
<b>C.</b> Policy Updates Concurrent Enrollment Policy	Vote	Greg Cohen	5 m



	Purpose	Presenter	Time
<b>D.</b> Curriculum for 2024-2025 <a href="#">Submission of Board Approved Curriculum May 18, 2024</a>	Vote	Greg Cohen	10 m
<b>X. Operations Division</b>			<b>12:31 PM</b>
<b>A.</b> Division Update	FYI	Lisa Fishman	5 m
<b>B.</b> Review and Approval of the February & March 2024 Financial Statements	Vote	Lisa Fishman	5 m
Attachments:			
<ul style="list-style-type: none"> <li>• <a href="#">Monthly Financial Board Report - February 2024</a></li> <li>• <a href="#">Monthly Financial Board Report - March 2024</a></li> <li>• <a href="#">CCS PL February 2024</a></li> <li>• <a href="#">CCS CR February 2024</a></li> <li>• <a href="#">CCS BS February 2024</a></li> <li>• <a href="#">CCS PL March 2024</a></li> <li>• <a href="#">CCS CR March 2024</a></li> <li>• <a href="#">CCS BS March 2024</a></li> </ul>			
<b>C.</b> Review and Approval of the Charter School Management Corporation (CSMC) Contract Renewal	Vote	Lisa Fishman	10 m
Attachments:			
<ul style="list-style-type: none"> <li>• <a href="#">Proposed Contract</a> <ul style="list-style-type: none"> <li>◦ (3) Back office providers were considered for the new contract period</li> <li>◦ This agreement will renew the services provided by our back office provider CSMC effective July 1, 2024 for (3) years.</li> <li>◦ The contract is now structured to be a percentage of total revenue at 1.2% rather than the current 2.25% of LCFF only revenue</li> <li>◦ Estimated annual savings to CCS will be over \$200,000</li> </ul> </li> </ul>			
<b>D.</b> Review and Approval of the School Pathways Contract <a href="#">Agreement</a>	Vote	Lisa Fishman	5 m
One year renewal effective 07.01.24			

	Purpose	Presenter	Time
<b>XI. People Division</b>			<b>12:56 PM</b>
<b>A. People Division Update</b>	FYI	Sophie Trivino	5 m
Attachments:			
<ul style="list-style-type: none"> <li>• People Division Report</li> <li>• Additions Report</li> <li>• Terminations Report</li> <li>• 2024-25 Salary Schedules (Certificated, Support, Administrative)</li> </ul>			
<b>B. 2024-25 Employee Handbook</b>	Vote		5 m
<ul style="list-style-type: none"> <li>• 2024-25 Employee Handbook</li> <li>• List of Handbook Changes</li> </ul>			
<b>XII. Board Strategic Planning</b>			<b>1:06 PM</b>
<b>A. Discuss next steps and plan for August meeting.</b>	Discuss	Thomas Arnett	15 m
<b>XIII. Closed Session</b>			
<p>CONFERENCE WITH LEGAL COUNSEL--ANTICIPATED LITIGATION Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: One case</p> <p>PUBLIC EMPLOYEE PERFORMANCE EVALUATION- Title: Superintendent and CEO</p>			
<b>XIV. Reconvene from Closed Session</b>			
<p>The Board will reconvene from closed session.</p>			
<b>XV. Closing Items</b>			<b>1:21 PM</b>
<b>A. Upcoming Meetings</b>	Discuss	Elizabeth Brenner	15 m
<p>Saturday, June 22, 2024 10:00 a.m.  Monday, August 5, 2024 at 10:00 a.m. - 3:00 p.m.</p>			
<b>B. Optimistic Closure Activity</b>	Discuss	Lainie Rowell	5 m

	Purpose	Presenter	Time
<b>C.</b> Adjourn Meeting	FYI	Thomas Arnett	1 m

# Coversheet

## Approval of March 9, 2024 Regular Meeting Minutes

**Section:** II. Consent Items  
**Item:** B. Approval of March 9, 2024 Regular Meeting Minutes  
**Purpose:** Approve Minutes  
**Submitted by:**  
**Related Material:** Minutes for Meeting of the Compass Board of Directors on March 9, 2024

APPROVED



## Compass Charter Schools

### Minutes

#### Meeting of the Compass Board of Directors

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**Date and Time**

Saturday March 9, 2024 at 10:00 AM

**Location**

The Carson Doubletree  
2 Civic Plaza Dr.  
Carson, CA 90745

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This meeting will be held in person at the Carson Doubletree at 2 Civic Plaza Dr., Carson, CA 90745.

Participants are also able to join the meeting from your computer, tablet or smartphone:

Join Zoom Meeting

[https://compasscharters-org.zoom.us/j/85208964098?  
pwd=ZWEyYUZhVjQyamR1R2NhUXdvUFpDZz09](https://compasscharters-org.zoom.us/j/85208964098?pwd=ZWEyYUZhVjQyamR1R2NhUXdvUFpDZz09)

Meeting ID: 852 0896 4098

Passcode: 362965

One tap mobile

+16694449171,,85208964098# US

+13462487799,,85208964098# US (Houston)

Meeting ID: 852 0896 4098

Find your local number: <https://compasscharters-org.zoom.us/j/85208964098>

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For questions or requests regarding accessibility, please call Tami Wrigley at (805) 405-5898.

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**Directors Present**

L. Rowell, S. Herrod, T. Arnett, T. Christopher, W. Stinde

**Directors Absent**

*None*

**Ex Officio Members Present**

E. Brenner, T. Wrigley

**Non Voting Members Present**

E. Brenner, T. Wrigley

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**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 9, 2024 at 10:08 AM.

**B. Record Attendance**

**C. Welcoming Inclusion Activity**

L. Rowell led everyone in an inclusion activity.

**II. Consent Items**

**A. Consent Items**

T. Christopher made a motion to approve the Consent Items.

S. Herrod seconded the motion.

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

**B. Approval of December 2, 2023 Regular Meeting Minutes**

T. Christopher made a motion to approve the minutes from Meeting of the Compass Board of Directors on 01-27-24.

S. Herrod seconded the motion.

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

**III. Public Comment**

**A.**

### **Public Comment**

There was no public comment.

## **IV. Communications**

### **A. Board Member Communication**

There was no Board member communication.

### **B. Parent Advisory Council Update**

No PAC meeting took place since the last Board meeting.

S. Herrod pointed out that the meeting reminder RSVP now says Attend in Person, and does not have a remote choice. T. Wrigley explained that the both the Parent Advisory Council and Scholar Leadership meetings will continue to be through Zoom only, and will send messages to the parents and scholars scheduled to attend letting them know of the error.

### **C. Scholar Leadership Council Report**

There was no discussion of the Scholar Leadership Council Reports.

## **V. Committee Reports**

### **A. Online Learning Advisory Committee Overview**

Karen Lewers presented an overview of the Online Learning Advisory Committee.

### **B. Special Events & Awards Committee Overview**

Vanessa Plascencia presented an overview of the Special Events and Awards Committee. The Board Members asked questions about how long the Committees have been in place, and commented on the importance of community.

## **VI. Scholar Spotlight**

### **A. Scholar Spotlight**

There was no discussion regarding the Scholar Spotlight.

## **VII. Superintendent's Report**

### **A. Superintendent's Report**

E. Brenner discussed the participation and data from the Annual Survey results from staff. There was an emphasis on continuing to grow more trust and improving school culture within the organization.

E. Brenner spoke about the latest FCMAT report recommendations. L. Brenner expressed concern that new legislation often stems from this report.

W. Stinde asked if there is a lobbying group for non-classroom based schools. E. Brenner stated organizations like CCIS, CSDC, and Aplus support non-classroom based schools and charters.

## **B. Superintendent's Evaluation**

The members of the Board of Directors and the Compass Charter Schools Cabinet need to fill out the Evaluation Survey. Tom will send out the evaluation, and Board members must complete it by March 23rd, so they have time to review responses before discussing at the May meeting.

The Memo will be created and shared with the Board by June 1st, and the final results will be discussed at the June meeting.

## **C. Board Break**

T. Arnett suggested the Board take a recess at 11:14 a.m. All present agreed. The Board reconvened from their recess at 11:24 a.m.

## **D. Annual LCAP for the 2023-2024 School Year**

L. Brenner let the Board know that the LCAP information attached is just for review and will be voted on at another meeting. She discussed results of the Annual Survey that related to CCS LCAP goals. Topics included increasing number of survey responses, increasing scholar and parent involvement, increasing college and career readiness, and ensuring At Promise scholars are making progress.

# **VIII. Unfinished Business**

## **A. New Board Member Onboarding**

Members discussed the goal of increasing the diversity of the Board, and having that diversity be more reflective of the scholars population. T. Arnett suggested adding these elements to the questionnaire. Members suggested posting to Linked In and Indeed, and L. Fishman suggested using Board Source.

There was agreement that prospective candidates should be interviewed and vetted by May meeting in order to be able to have them finalized by June meeting. S. Herrod and W. Stinde would be involved in the vetting and interview process as the Hiring Committee.

# **IX. Academic Services**



### **A. Academic Division Update**

G. Cohen presented the Academic Division Update. T. Arnett requested tracking some of the data presented in the Academic Division Report (slides 5- 8) over time to reflect long-term goals and improvement. L. Brenner mentioned that we may have reports with this kind of data soon from partnering with PARSEC.

G. Cohen praised the new tutoring program for its great results.

### **B. Accelerate Education Renewal Contract**

S. Herrod made a motion to accept the Accelerate Education Renewal Contract.

L. Rowell seconded the motion.

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

## **X. Operations**

### **A. Operations Update**

L. Fishman discussed current updates in the Operations Division.

### **B. Review and Approval of the January 2024 Financial Statements**

L. Rowell made a motion to approve the January 2024 Financial Statements.

S. Herrod seconded the motion.

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

### **C. Review and Approval of the Second Interim Reports**

L. Rowell made a motion to approve the Second Interim Reports.

S. Herrod seconded the motion.

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

### **D. CCS School Safety Plan - Adopted**

L. Fishman discussed minor updates to the School Safety Plan.

## **XI. People Division**

### **A. People Division Update**

S. Trivino gave brief updates on the People Division including information on the In-Service training day that had taken place the previous day.

## **XII. Board Strategic Planning**

### **A. Review the Survey Responses**

L. Brenner presented more information received from the Annual Survey. There was an emphasis in the responses on retaining school learning flexibility and increasing in-person engagement activities such as field trips.

G. Cohen discussed parent and scholar responses related to Live Syncs. He discussed the goal of making Live Syncs more desirable to scholars as an additional resource of academic enrichment. Board members stressed the importance of attending Live Sync for the interactions, and suggested incentives and more scholar input in the timeframes Live Sync could be offered.

Board members had a discussion about the results of the Mental Health data. S. Herrod suggested additional healthy activities offered like meditation sessions, P.E., movement sessions. L. Fishman suggested extending the staff Wellness hashtag events to scholars.

L. Brenner discussed responses from Staff regarding trust and company culture. Survey results will be shared with scholars, parents, and staff.

### **XIII. Closing Items**

#### **A. Upcoming Meetings**

Saturday, May 18, 2024 10:00 a.m.

Saturday, June 22, 2024 10:00 a.m.

The Annual Meeting will be held Monday, August 5, 2024 at 10:00 a.m. - 3:00 p.m.

#### **B. Optimistic Closure Activity**

L. Rowell led everyone in a 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 1:18 PM.

Respectfully Submitted,  
T. Wrigley

# Coversheet

## Parent Advisory Council Update

**Section:** IV. Communications  
**Item:** B. Parent Advisory Council Update  
**Purpose:** Discuss  
**Submitted by:**  
**Related Material:** Parent Advisory Council Report - March 15 Meeting .pdf  
Parent Advisory Council Report - May 10 Meeting .pdf



## **Parent Advisory Council Meeting - March 15, 2024**

### **Recording and AI Summary**

#### **[VIEW RECORDING - 64 mins \(No highlights\)](#)**

#### AI Summary:

- Elizabeth Brenner discussed the Rising Firebird scholarships, which will provide a \$500 scholarship to one graduating senior from each of the Yolo, San Diego, and Los Angeles regions. The application will be distributed on Monday and due on April 12th. The group discussed scheduling a special meeting to review the scholarship applications before the May 10th PAC meeting. [@ 2:05](#)
- Elizabeth reviewed the results of the annual parent survey, which had over 460 responses - more than double last year's participation. Key insights included parents prioritizing academic achievement and positive mental health. The group discussed ways to increase participation in the school's counseling services. [@ 7:24](#)
- Avery Stansbury raised the need for more engagement opportunities specifically for high school students, such as teen-focused social events and activities to help with the transition to college. The group agreed this was an important area to focus on. [@ 37:16](#)
- The group reviewed suggestions submitted through the virtual suggestion box, including requests for more instructional videos and improved communication around field trip sign-ups and ordering deadlines. They also discussed the need for clear, proactive communication from the school around any policy changes. [@ 44:59](#)
- Elizabeth provided an update on recent state-level scrutiny and potential policy changes impacting non-classroom based charter schools like Compass. She emphasized the school's commitment to protecting the personalized learning model and ensuring equitable funding, and suggested involving the PAC more in communicating these changes to families. [@ 54:25](#)



## **Parent Advisory Council Meeting - May 10, 2024**

### **Recording and AI Summary**

#### **[VIEW RECORDING - 65 mins \(No highlights\)](#)**

AI Summary:

[@ 0:00](#) The group began the process of selecting scholarship recipients for the Yolo, San Diego, and LA charters. Applications were reviewed by members and thoughts on the merits of all of the applicants were discussed.

[@ 23:55](#) The group provided feedback on the challenges some families faced with the online testing platform, including technical issues and difficulties accessing resources. They suggested providing Chromebooks to make the testing process more accessible and streamlining the instructions and support available to families.

[@ 34:00](#) The group discussed the idea of adding new cultural awareness clubs to the extracurricular offerings, potentially with an umbrella club that allows students to learn about and share different cultures. They debated the merits of having both broad cultural awareness and more specific cultural clubs.

[@ 57:32](#) The meeting concluded with the group scheduling the first meeting of the next school year for September 20th, and discussing ways to promote greater parent participation and connectivity going forward.

[@ 58:14](#) The group suggested moving the Parent Advisory Council meetings to a monthly cadence instead of every other month, to keep parents more engaged. They also proposed creating an online forum or shared document for parents to share ideas and feedback between meetings.

# Coversheet

## Scholar Leadership Council Report

**Section:** IV. Communications  
**Item:** C. Scholar Leadership Council Report  
**Purpose:** Discuss  
**Submitted by:**  
**Related Material:** Scholar Leadership Council Report - March 12 2024 Meeting.pdf  
Scholar Leadership Council Report - April 9 2024 Meeting.pdf



## March Scholar Leadership Council Report prepared for May 18, 2024 Board Meeting

[VIEW RECORDING - 51 mins \(No highlights\)](#)

### **AI Summary:**

[0:00](#) The meeting began with introductions of new scholars Jonathan and Bella Gutierrez. Vice-chair Zahra asked about her responsibilities now being the sole vice-chair.

[3:56](#) Jasmine educated scholars on cybersecurity threats and protections using specific examples. She emphasized vigilance against social engineering and protecting personal information. Scholars and staff thanked her for the valuable guidance.

[31:47](#) Results showed flexibility, supportive teachers, and a positive learning environment as top things they love at Compass. Scholars were proud of academic achievements. Communication improvements were discussed to clarify terms and involve teachers more.

[33:45](#) Discussion focused on improving access to the suggestion box and MMU newsletter. Scholars noted anonymity may elicit more feedback. Staff will update ParentSquare contacts and publicize forums for feedback.

[47:16](#) Chair Taia welcomed new scholars Jonathan Gutierrez and Bella Gutierrez. Vice-chair Zahra and staff looked forward to their participation. Staff will follow up to ensure their onboarding.

[50:33](#) The next SLC meeting was scheduled for April 9. Chair Taia thanked all and adjourned the constructive discussion of improving Compass.



## April Scholar Leadership Council Report prepared for May 18, 2024 Board Meeting

### [VIEW RECORDING - 26 mins \(No highlights\)](#)

AI Summary:

[0:00](#) The council welcomed new members and ensured all scholars were accounted for before proceeding with the agenda.

[2:06](#) Council member Taia questioned the school's gifted program, noting the website implied dedicated support that may not exist. Elizabeth agreed to investigate and ensure accurate representation.

[5:23](#) The group reviewed suggestions to enhance scholar experiences, debating whether structured worksheets improved field trips or distracted from open learning. They agreed individual preference mattered most.

[12:30](#) Members discussed expanding in-person electives for online scholars and field trip options for high schoolers. Taia supported hands-on learning while prioritizing immersion over worksheets.

[18:06](#) The council discussed end-of-year traditions and settled on recapping achievements. Avery proposed a student media interview and Elizabeth added reviewing field trips to the agenda.

[25:27](#) Taia thanked all for their work and insights, closing the meeting on time at 2:28pm after confirming the next and final meeting date.



# Coversheet

## EL / ELAC Committee Presentation

**Section:** V. Committee Reports  
**Item:** A. EL / ELAC Committee Presentation  
**Purpose:** Discuss  
**Submitted by:**  
**Related Material:** EL\_ELAC\_Committee\_Presentation.pdf

# English Learner/ELAC Committee

# 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

**A**chievement: Engage in and take charge of your learning.

**R**espect: Be respectful in all interactions with fellow scholars, learning coaches, faculty, and staff.

**T**eamwork: Work cooperatively with all persons involved in your education. \*Teamwork makes the Dreamwork\*

**I**ntegrity: Behave following strong ethical principles, values and academic honesty.

**C**ommunication: Frequently and proactively communicate with all persons involved in your education



# Our Purpose

To provide critical and crucial feedback for programs and services for Emergent Multilingual Learners (EMLs). Develop an ELAC in order to foster an asset based environment at our school for our EMLs. Create a community that supports our EMLs academic achievement. The ELAC will cover broad areas for EMLs, such as legal issues involved in working with EML scholars, and training on how parents/guardians can teach and help their scholars at home, as well as support the development of proper and consistent implementation of program procedures, aligned with our LCAP goals.

# Connections to the LCAP and WIG

LCAP Goal	WIG	Metrics/Bench marks	Actions
<p><b>LCAP Goal 1:</b> Increase scholar academic achievement in core academic subjects.</p>	<p><b>WIG 2 Grad Rate</b></p>	<p>EL (ML) Reclassification Rate</p> <p>ELPI Status Level</p>	<p><b>LCAP Goal 1.13:</b> 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)</p>
<p><b>LCAP Goal 2:</b> Increase scholar and parent engagement/involvement.</p>	<p><b>WIG 1 School Culture</b></p>	<p>Parent Participation in ELAC meetings</p> <p>Hold 3 ELAC meetings</p>	<p><b>LCAP Goal 2.11:</b> Compass will provide a variety of enrichment activities for parents to encourage parents to collaborate, learn, and further support their scholar's educational experience.</p> <p><b>LCAP Goal 2.12:</b> School Communication Compass will provide tools to support one and two way communications with its educational partners.</p>



# Our Committee

Liaison-Erin Smith  
Chair: Christy Saez  
Co-Chair: Rachael Coughlin

Academic Support Director  
English Language Support Coordinator  
Instructional Coach

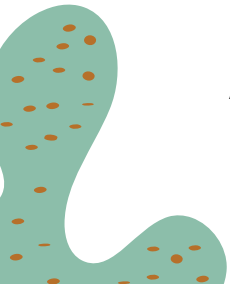
Melissa Ramon  
Carrie Badescu  
Karina Barbosa

Options- Supervising Teacher  
Assessment Specialist  
Community Provider Liaison

## **ELAC Committee Elected Parent Members**

Monserat Gil-  
Andrina Perez

San Diego Parent  
Los Angeles Parent



# A year in review!

- **September**- EL/ELAC Committee meeting
  - Approved our Purpose
  - Needs Assessment
  - Shift in language from EL to EMS
- **October**- EL/ELAC Committee meeting
  - October PL presented by Lexia to support integrated ELD
- **November**- EL/ELAC Committee meetings and SDCOE ELAC training
  - Title III for San Diego
  - CAFE registration
- **December**- EL/ELAC Committee meeting
  - Recruit Parents for ELAC
    - Flier



# A year in review!, cont...

## **January**- EL/ELAC Committee meeting

- ELAC Meeting #1, and Learning Coach ELPAC Information training
- Title III start Elli pilot

## ➤ **February** - EL/ELAC Committee meeting

- Adding more seats to Lexia English
- Erin and Christy Attended CABA

## ➤ **March**- EL/ELAC Committee meeting and ELAC Meeting #2

- ELAC meeting focus on introducing newly elected members Monserat Gil and Andrina Perez
- 24/25 RFEP criteria

## ➤ **April** - EL/ELAC Committee meeting

- Title III Nearpod EL pilot
  - Lexia English 24/25 Use for all TK-5 and newcomers/LTELS for 6-12

## ➤ **May**- EL/ELAC Committee meeting, ELAC Meeting #3 and BOD presentation

- Lexia representative will be presenting on Lexia English at ELAC meeting #3

# Questions?

Christy Saez

English Language Support Coordinator

[csaez@compasscharters.org](mailto:csaez@compasscharters.org)

805-358-4271

# Coversheet

## School Counseling Advisory Presentation

**Section:** V. Committee Reports  
**Item:** C. School Counseling Advisory Presentation  
**Purpose:** Discuss  
**Submitted by:**  
**Related Material:** School Counseling Advisory Council Overview.pdf

# School Counseling Advisory Council

May 18th, 2024





# Overview

Members  
Purpose  
Goals  
Approach  
Data



# Hello there!

I'm Michelle Bateman, one of our Counselors for scholars in grades 6-12, joined by our Director of Counseling Services, Debra Stephan, and we'll be sharing an overview of our CCS School Counseling Advisory.

# Advisory Council Members

## Staff

Melissa	Ramon	Options Learning Teacher
Erin	Thomson	Options Learning Teacher
Joyce	Popelar	Online Learning Teacher
Andrea	Lomeli	AVID Coordinator, Online Learning Teacher
Siobhann	Shore	Education Specialist
Haley	Maldonado	Education Specialist
Odalis	Hernandez	Education Specialist
Melissa	Meyer	Scholar Success Coordinator
Dawn	Lothringer	Scholar Support Coordinator
Elizabeth	Brenner	Superintendent, Chief Executive Officer
Greg	Cohen	Chief Academic Officer

## Community

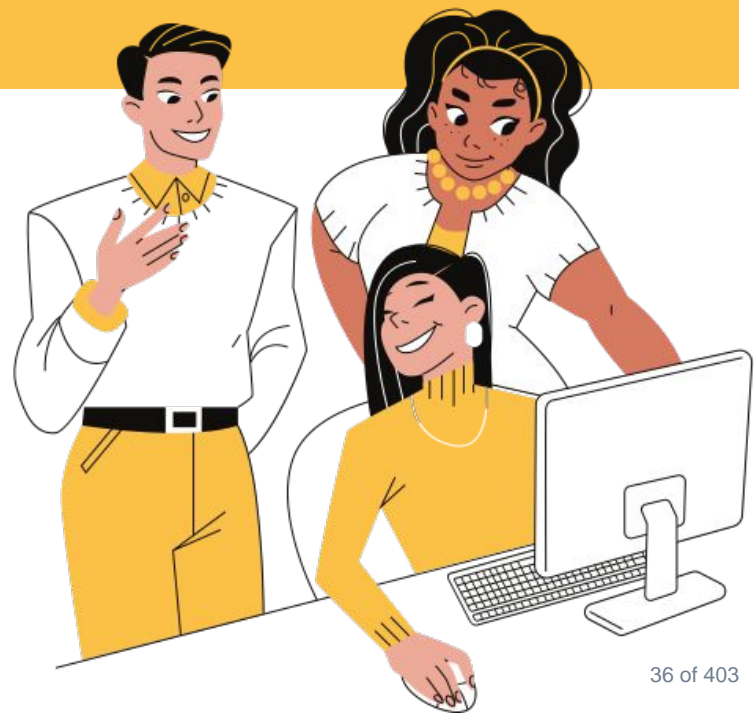
G.C.	Learning Coach
M.V.	Scholar
Therese Christopher	Board Member

## Counselors

Michelle	Bateman	Advisory Chair, Counselor
Gabriela	Ayala	Co-Chair, Counselor
Debra	Stephan	Director of Counseling
Mataya	Olson	College Career Readiness Counselor
Stephen	Duarte	Counselor
Jacob	Samples	Counselor
Mandi	Schwartzberg	Counselor

# Our Purpose

- Involve all educational partners in the review and planning of counseling services
- Provide feedback and recommendations for school leadership
- Support on-going and consistent implementation of counseling program procedures that align with the national standards and LCAP goals.





We are focused on 2 school-wide goals related to counseling services:

***LCAP Goal 3. Increase college and career readiness for scholars.***

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



# Fall Meeting Approach

## School Data Summary

*Review all relevant and available data sources to identify trends.*

[View the 2022-23 School Data Summary](#)

## Student Outcome Goal Plan

*Address desired outcomes for at-promise scholars and develop plans for targeted interventions.*

[View the 2023-24 Annual Student Outcome Goal Plan](#)

## Classroom & Small Group Plan

*Establish desired outcomes for classroom lessons (learning lab curriculum) and small group counseling interventions.*

[View the 2023-24 Annual Classroom & Small Group Plan](#)

## Closing-the-Gap Plan

*List strategies, interventions, and activities to address identified scholars' needs.*

[View the 2023-24 Closing-the-Gap Action Plan](#)

## Discussion/Feedback

*Input from the advisory council members is crucial.*

[View the Fall 2023 Advisory Council](#)

[Meeting Minutes](#)  
Powered by BoardOnTrack

## Calendar / Resources

- [CoRe Form \(Confidential Counseling Referral Form\)](#)
- [Counseling Learning Lab Google Calendar](#)
- [Learning Lab & Small Group Flyer](#)
- [Virtual Counseling Office](#)

# Spring Meeting Approach

## Student Outcome Goal Data

*Evaluate the impact of our tiered-interventions for identified at-promise scholars.*

[View the 2023-24 Annual Student Outcome Goal Results Report](#)

## Small Group Data

*Evaluate the impact of our small group interventions for identified scholars.*

[View a 2023-24 Small Group Results Report](#)

## Classroom Lesson Data

*Evaluate the impact of our classroom lessons (learning lab curriculum) for grades 6-12.*

[View a 2023-24 Classroom Unit of Lessons Results Report](#)

## Closing-the-Gap Outcome Data

*Evaluate the impact of strategies, interventions, and activities on scholar achievement.*

[View the 2023-24 Closing-the-Gap Results Report](#)

## Discussion/Feedback

*Collaboration with the council members in reviewing outcomes is essential for end of year planning.*

[View the Spring 2024 Advisory Council Meeting Agenda](#)

## EOY Survey

*Collect end of year feedback from educational partners.*

View the 2023-24 Educational Partners Counseling Survey

# Process Data



## ACOP

[Accelerated Course Options Program \(ACOP\) participation rates.](#)



## Summer Session

[Summer Session participation rates for credit recovery and academic advancement.](#)



## Tiered Intervention

[At-promise scholar identification and participation in targeted counseling intervention.](#)



## Curriculum

[Learning Lab \(Classroom Lessons\) and Small Group Participation rates.](#)

# Perception Data



## Learning Labs

[Impact on Mindsets & Behavior Standards.](#)



## Small Groups

Impact on Mindsets & Behavior Standards.



## Tier 2 Intervention

[Impact on Mindsets & Behavior Standards.](#)

# Outcome Data



## Progress Grades

[Decrease the cumulative number of F's for identified scholars each semester.](#)



## Credit Status

[Increase the number of scholars eligible to graduate on time with their 4-year cohort.](#)



## Graduation Rates

[Increase the graduation rates for all scholars and close existing gaps in achievement.](#)



## College Career

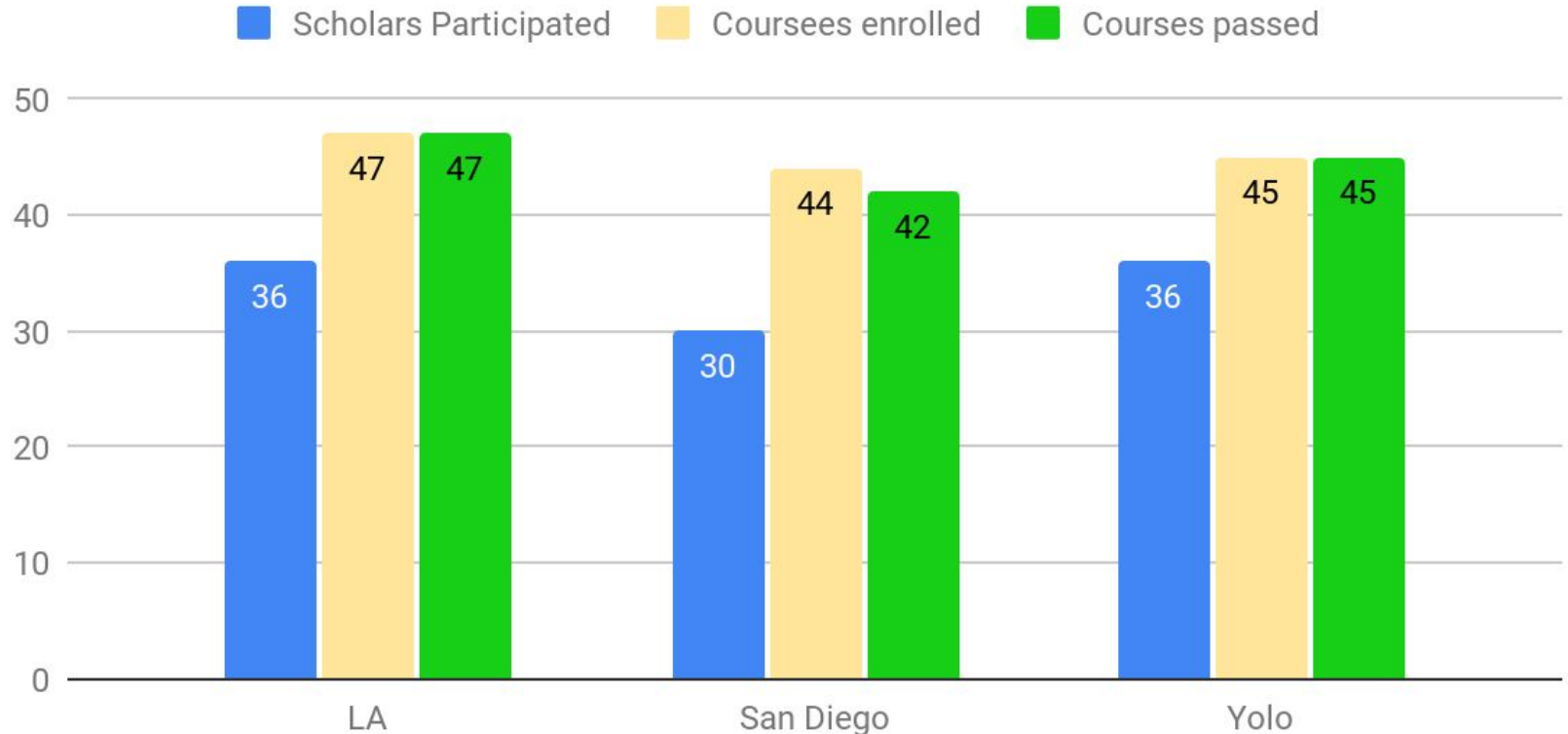
[Increase college career readiness for all scholars and close existing gaps in achievement.](#)

**It's so lovely to meet  
all of you!**

Thank you for listening.

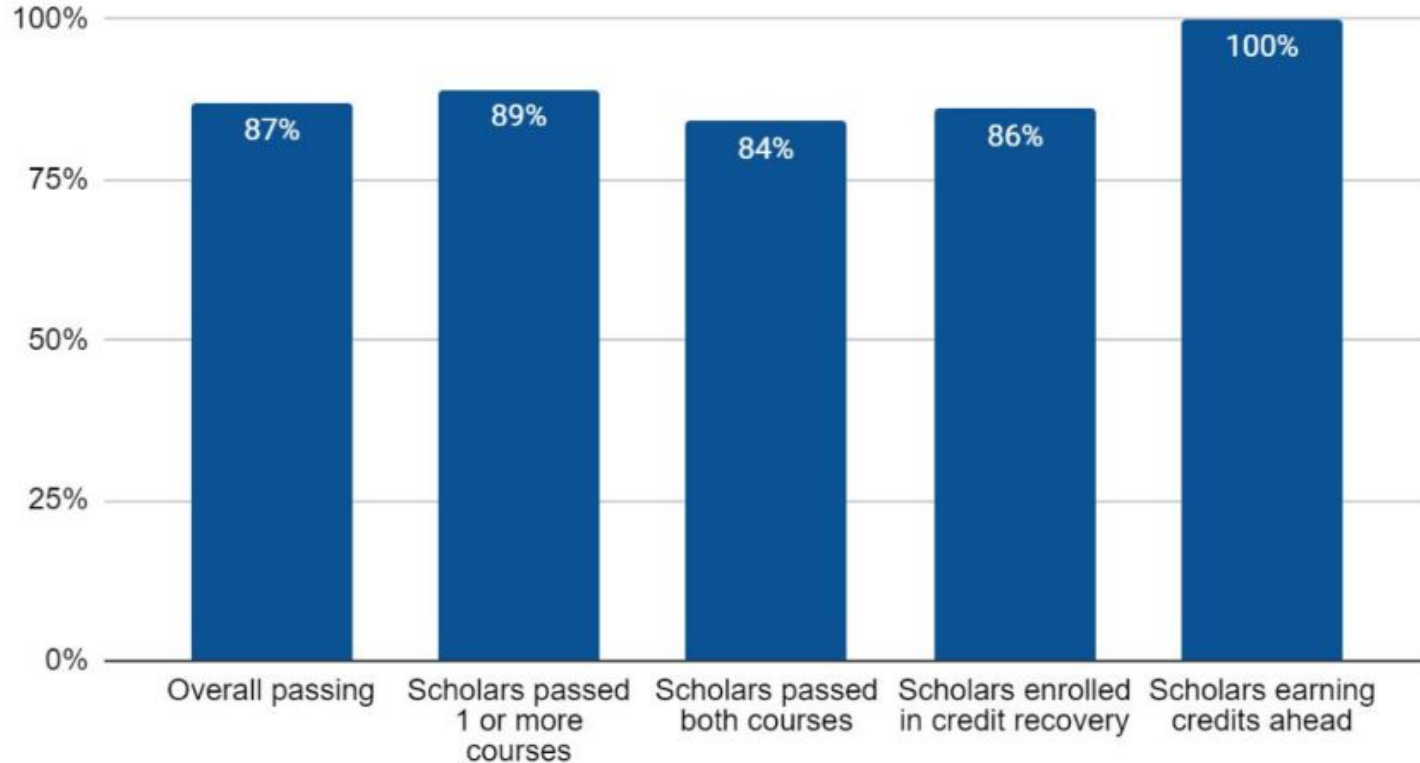


## Fall 2023 ACOP Participation and Passing Rates

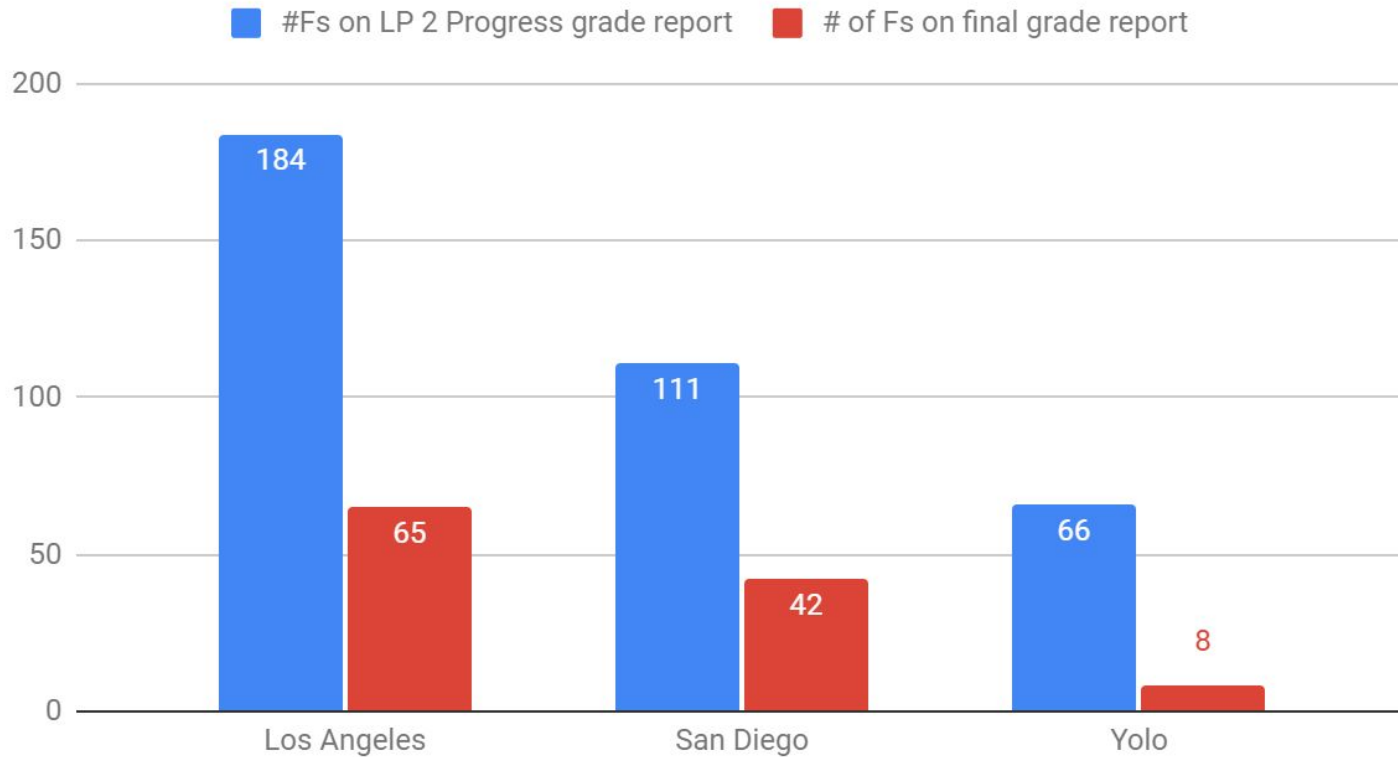




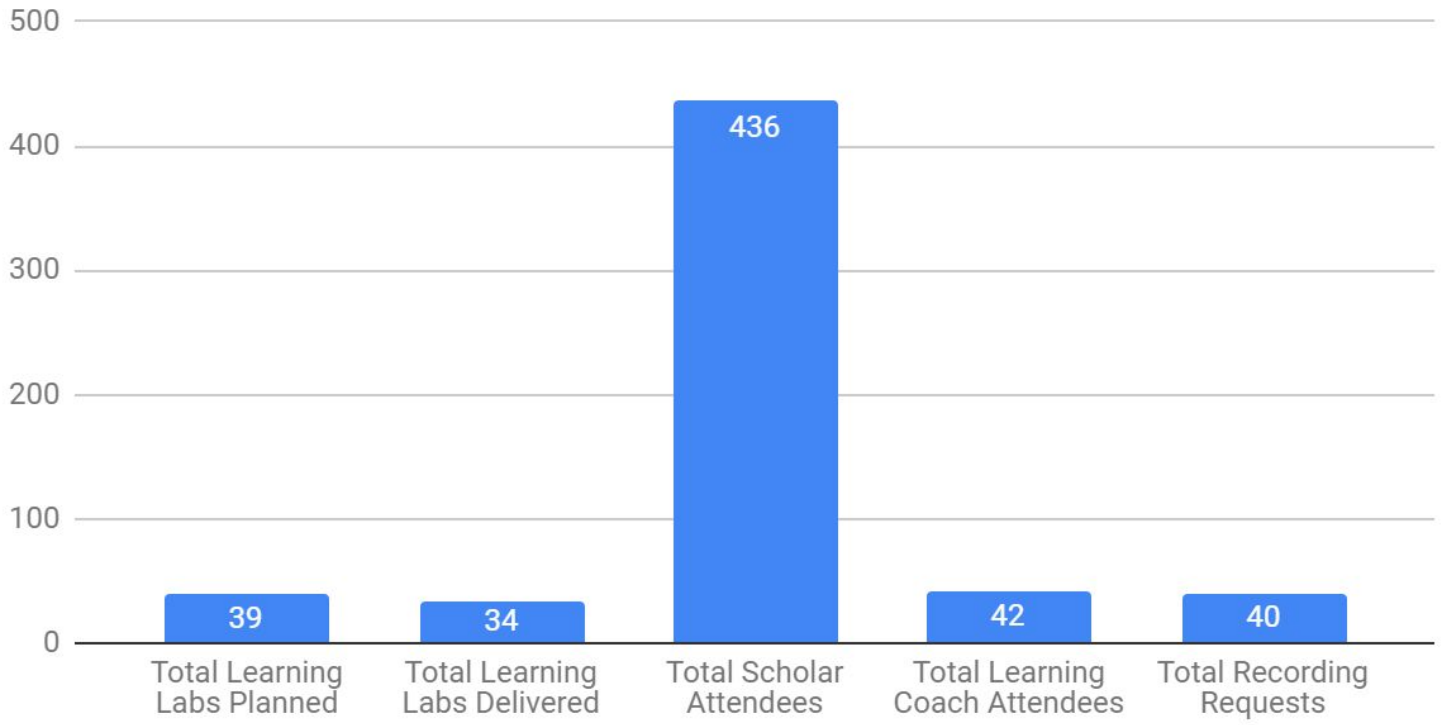
## High School Summer Session Passing Rates



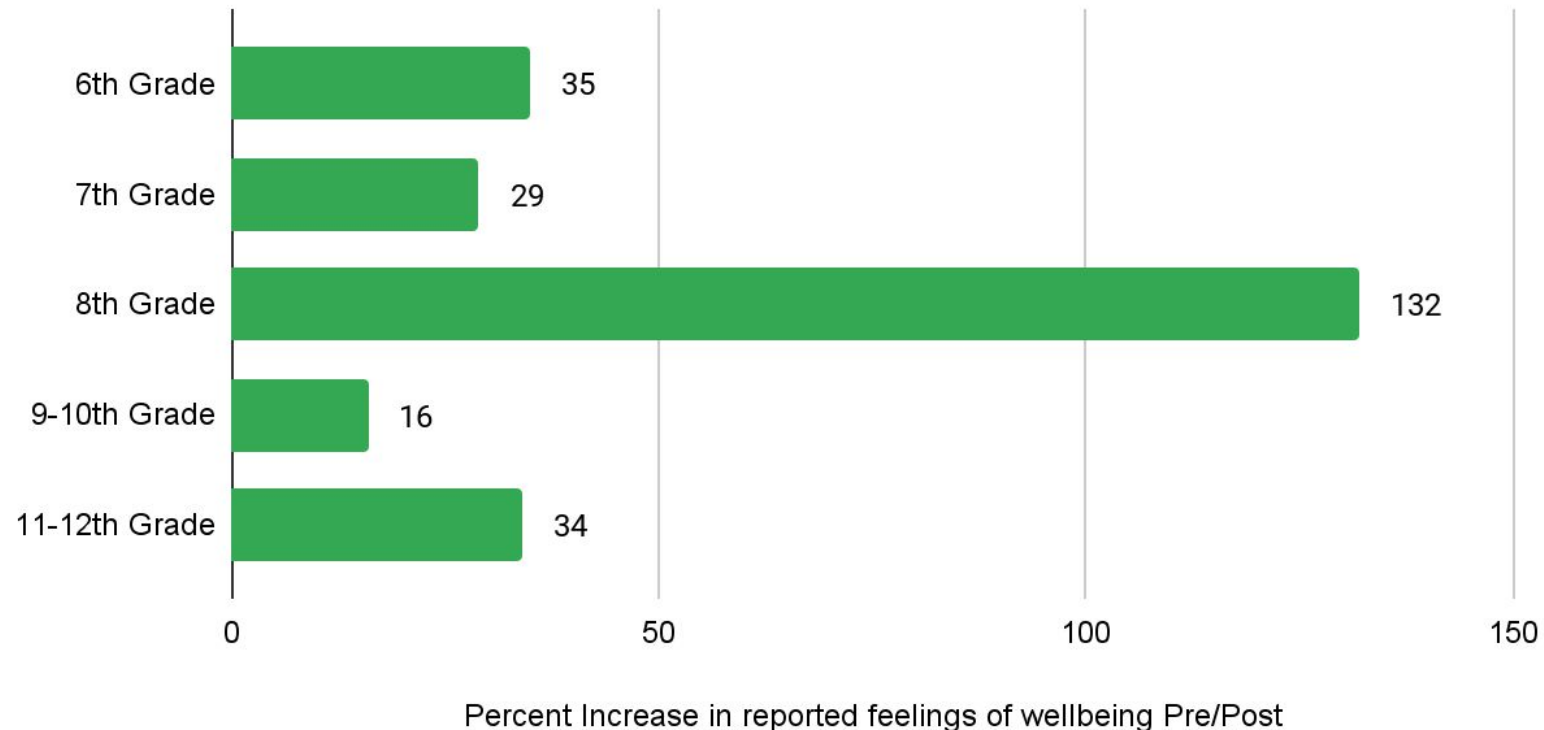
## Fall 2023 - Tiered Counseling Intervention Outcome Data



## 2023-24 Counseling classroom lesson (learning lab curriculum) participation rates

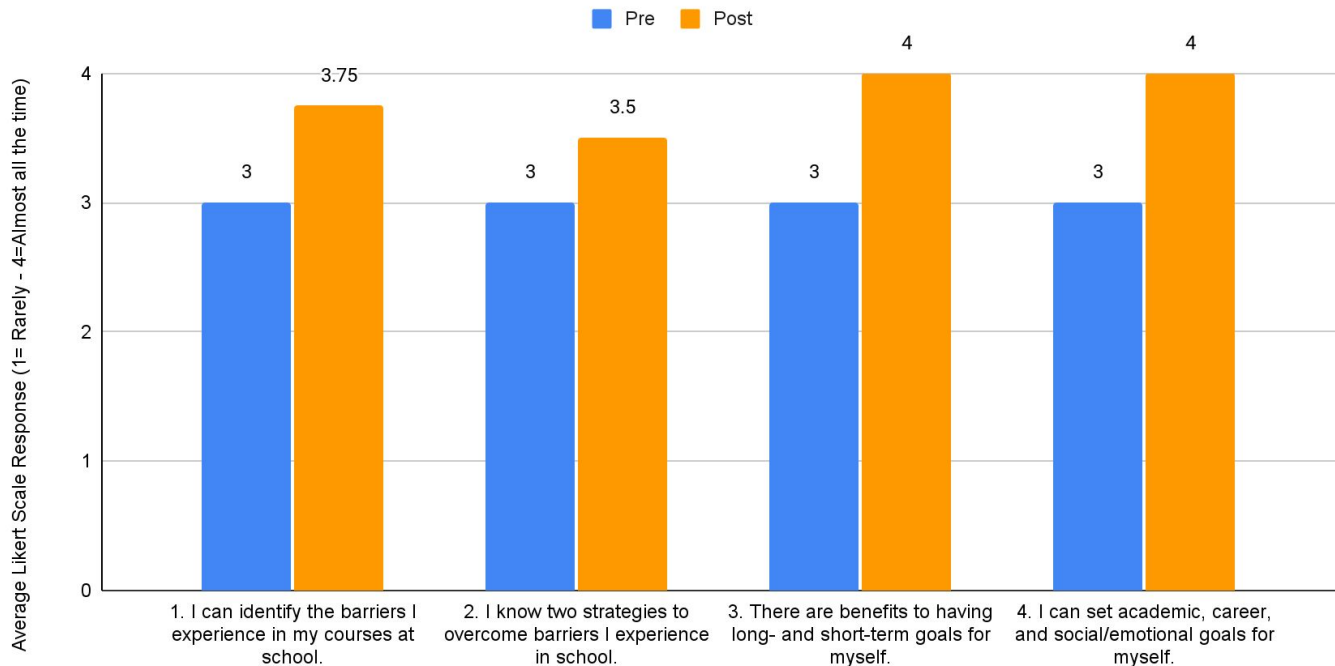


## Percent increase in student reported feelings of wellbeing following Counseling learning lab participation on average by grade level 2023/24



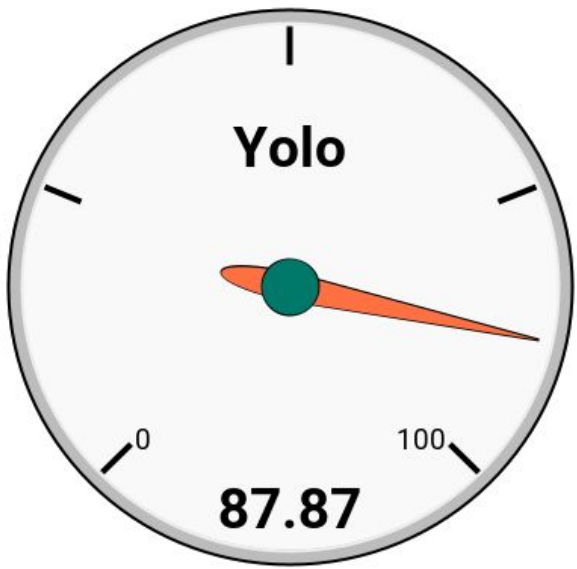
## Mindsets and Behaviors Results 9th-12th Grade Targeted Intervention on Achievement

B-SMS 6. Ability to identify and overcome barriers

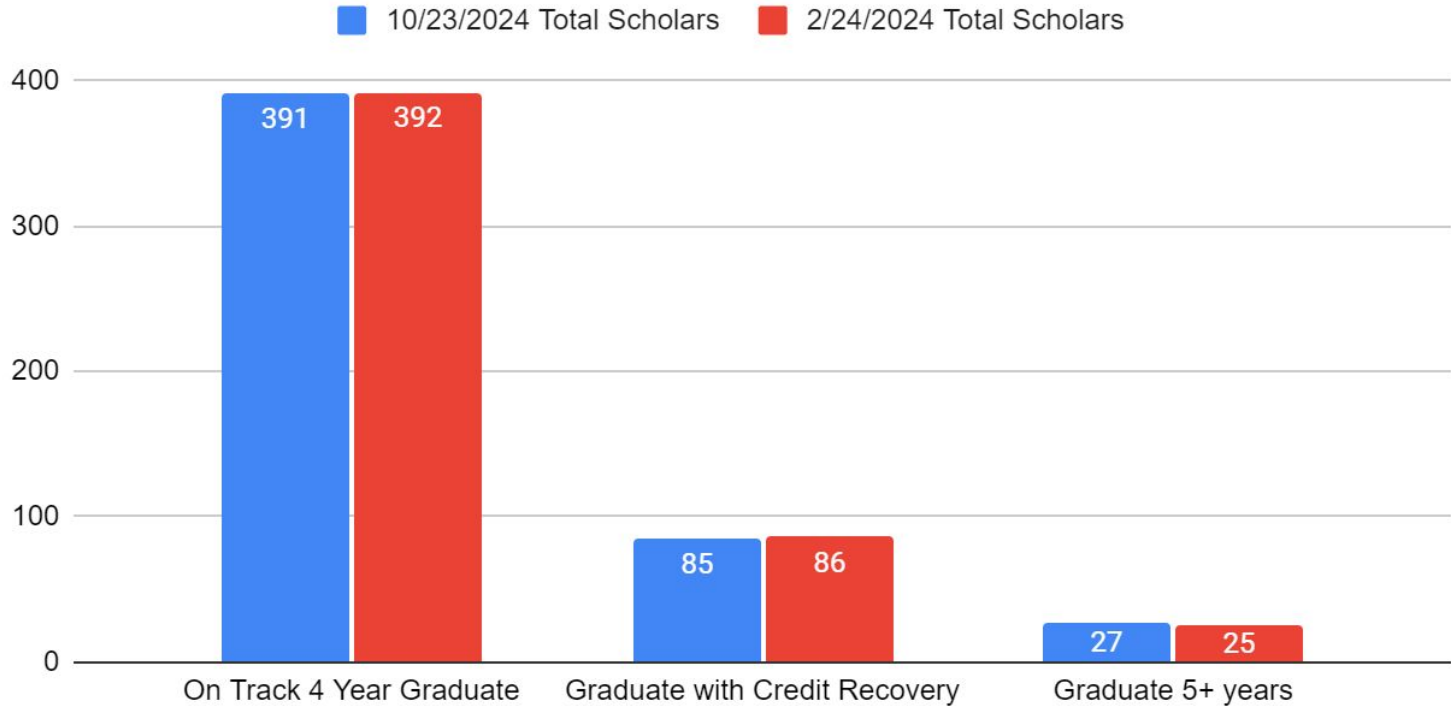


Pre/Post Comparison of Mindsets and Behaviors Results

# Fall 2023 Percent decrease in cumulative number of F's for

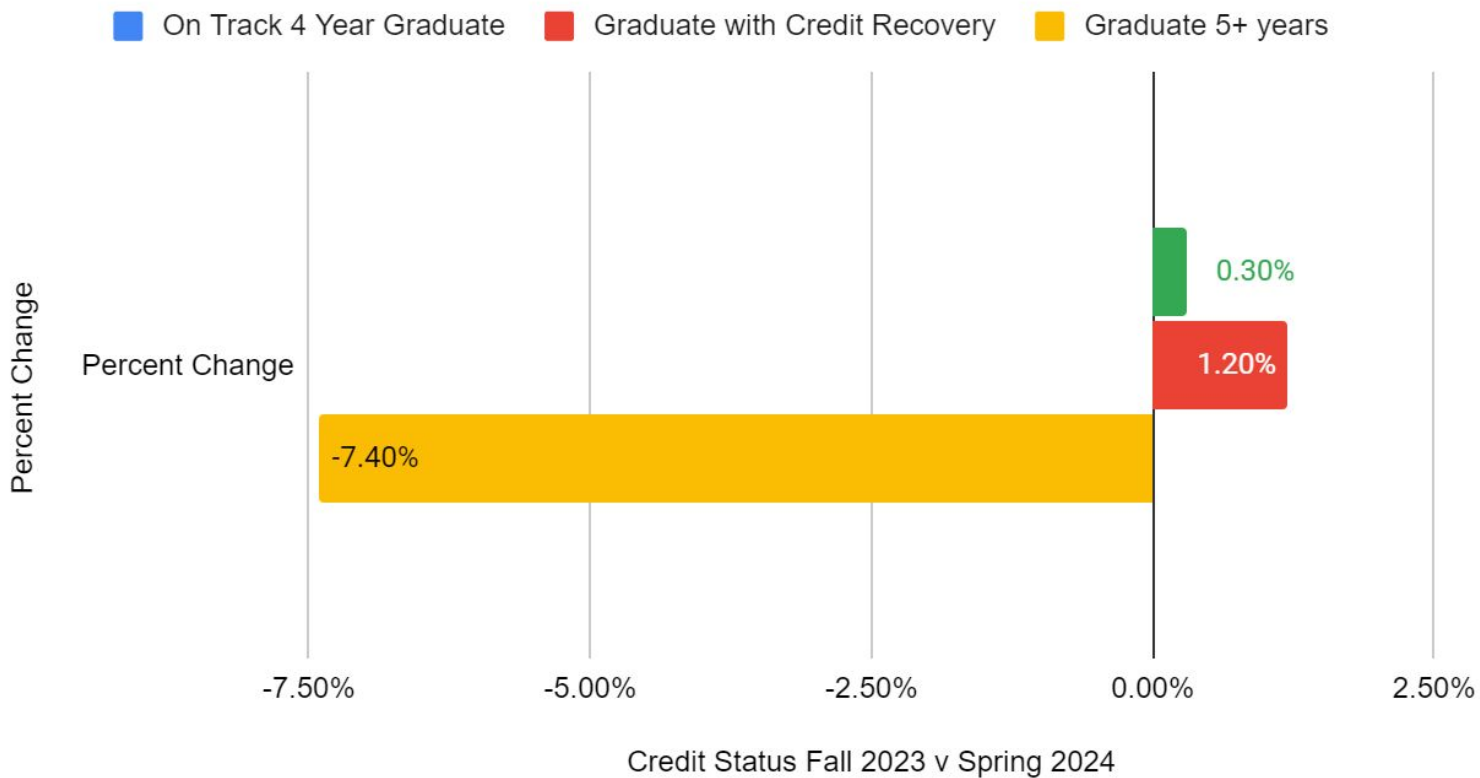


## Credit Status beginning of Fall 2023 v Spring 2024



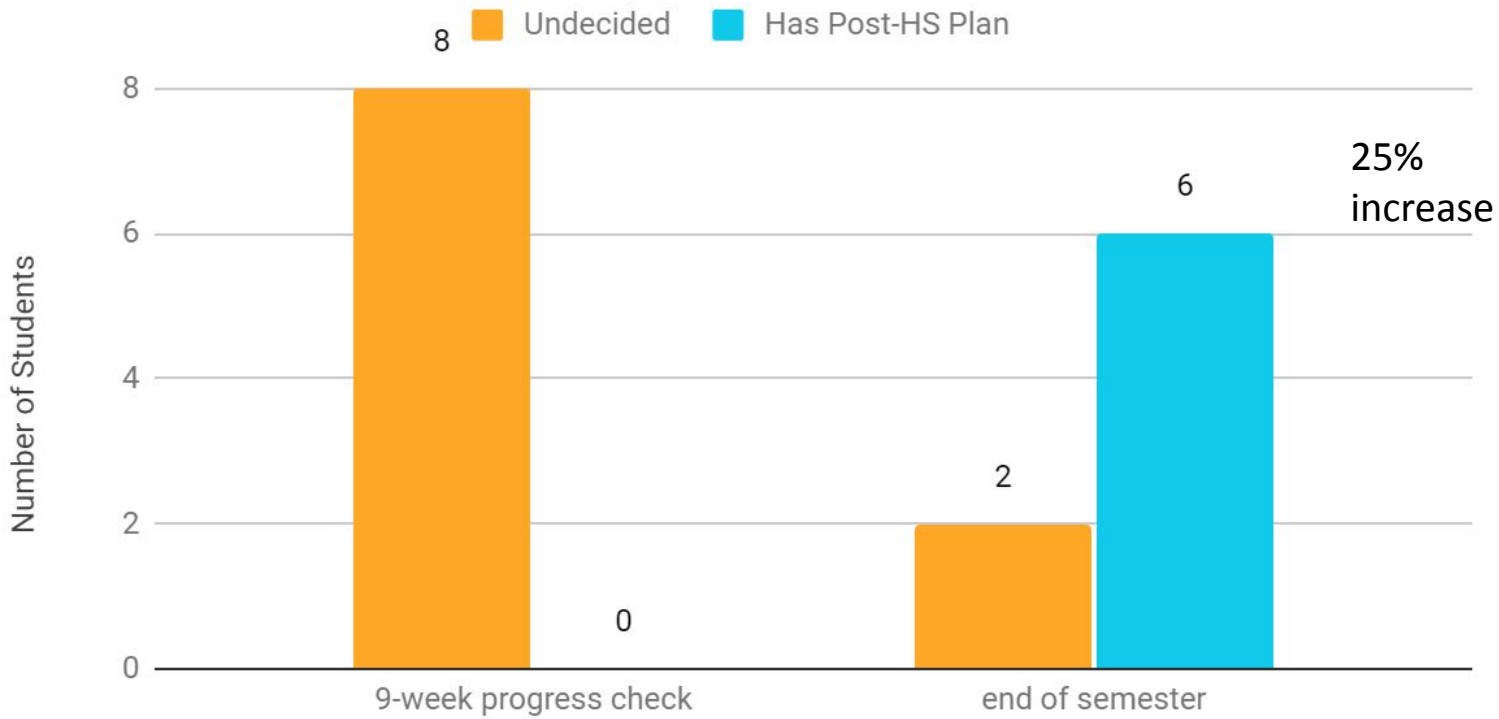
Credit Status For Scholars Fall 2023 v. Spring 2024

## Change in Scholar Credit Status following Fall 2023 Intervention





## Post-high school plans for at-promise (tier 2) Fall 2023 seniors



Scholar Post-High School Plans

Powered by BoardOnTrack

# Coversheet

## Policy Updates

**Section:** VII. Superintendent's Report  
**Item:** B. Policy Updates  
**Purpose:** Vote  
**Submitted by:** Elizabeth Brenner  
**Related Material:** Board Policy Independent Study 2024-2025 FINAL.pdf  
24-25 Compass MA\_AOR FINAL.pdf  
2024 Privacy Policy for Website.pdf

### BACKGROUND:

Each year, the school must approve an updated Independent Study Policy to reflect any legal changes or school updates. This year, updates are minimal. The school now defines a learning period as up to 27 days and the number of missed assignments in a learning period is 5. These changes are also reflected on the Master Agreement. Language was removed that referred to laws that are no longer in effect pertaining to short-term independent study.

The Master agreement was updated to reflect the changes in the IS policy. The Acknowledgement of Responsibilities now includes language around expectations for appropriate parent communication with staff.

### RECOMMENDATION:

I recommend that the board approve these changes to the policies.

## **Board Policy #: 13 SECTION 13 – CURRICULUM - INDEPENDENT STUDY BOARD POLICIES**

Adopted/Ratified: October 3, 2019

Revision Date: March 22, 2020, March 28, 2021, July 31, 2021, September 29, 2021, July 26, 2022, June 22, 2023, May 18, 2024

### **SECTION 13 – CURRICULUM - INDEPENDENT STUDY BOARD POLICIES**

Compass Charter Schools (the “Charter School”) shall offer independent study to meet the educational needs of pupils enrolled in the Charter School. Independent study is an optional educational alternative in which no pupil may be required to participate and is designed to teach the knowledge and skills of the core curriculum. The Charter School shall provide appropriate existing services and resources to enable pupils to complete their independent study successfully. The following written policies have been adopted by the Compass Charter Schools Board of Directors for implementation at the Charter School:

1. For pupils in all grade levels and programs offered by the Charter School, the maximum length of time that may elapse between the time an assignment is made and the date by which the pupil must complete the assigned work shall be twenty-seven (27) school days.
2. The Superintendent & CEO or designee shall conduct an evaluation to determine whether it is in the best interests of the pupil to remain in independent study upon the following triggers:
  - a. When any pupil fails to complete five (5) assignments in a period of twenty-seven (27) school days.
  - b. In the event a Scholar’s educational progress falls below satisfactory levels as determined by the Charter School’s Scholar Study Team Policy and Missed Assignment Policy which considers ALL of the following indicators:
    - i. Achievement and engagement in the independent study program, as indicated by the pupil’s performance on applicable pupil-level measures of pupil achievement and pupil engagement set forth in Education Code Section 52060(d) paragraphs (4) and (5).
    - ii. Failure to engage in any schoolwork for a cumulative period of five (5) school days in a 27 day period.
    - iii. Completion of assignments, assessments, or other indicators that show evidence that the pupil is working on assignments.
    - iv. Learning required concepts, as determined by the supervising teacher.
    - v. Progress toward successful completion of the course of study or individual course, as determined by the supervising teacher.

The Charter School may also consider the following in determining satisfactory progress:

1. The required diagnostic assessment which is administered three times per year; or

2. Scholars' semester grades as determined by the teacher of record; or
3. Data gathered during monthly Connections Meetings.
4. Failure to attend required Special Education services.

A written record of the findings of any evaluation conducted pursuant to this policy shall be treated as a mandatory interim pupil record. The record shall be maintained for a period of three years from the date of the evaluation and, if the pupil transfers to another California public school, the record shall be forwarded to that school.

The Charter School shall provide content aligned to grade level standards that is substantially equivalent to in-person instruction. For high school grade levels this shall include access to all courses offered by the Charter School for graduation and approved by the UC or CSU as creditable under the A-G admissions criteria.

The Charter School has adopted tiered reengagement strategies for the following pupils:

1. All pupils who are not generating attendance for more than 10 percent of required minimum instructional time over four (4) continuous weeks of the Charter School's approved instructional calendar;
2. Pupils found not participatory in synchronous instructional offerings pursuant to Education Code Section 51747.5 for more than 50 percent of the scheduled times of synchronous instruction in a school month as applicable by grade span; or
3. Pupils who are in violation of the written agreement pursuant to Education Code Section 51747(g).

These procedures shall include local programs intended to address chronic absenteeism, as applicable, with at least all of the following:

1. Verification of current contact information for each enrolled pupil;
2. Notification to parents or guardians of lack of participation within one (1) school day of the recording of a non-attendance day or lack of participation;
3. A plan for outreach from the Charter School to determine pupil needs including connection with health and social services as necessary;
4. A clear standard for requiring a pupil-parent-educator conference to review a pupil's written agreement and reconsider the independent study program's impact on the pupil's achievement and well-being, consistent with the policies adopted pursuant to paragraph (4) of subdivision (g) of Education Code Section 51747.

The following plan shall be in place in accordance with Education Code Section 51747(e) for synchronous instruction and live interaction:

For pupils in transitional kindergarten through grade 3, inclusive, the plan to provide opportunities for daily synchronous instruction for all pupils throughout the school year by a Compass Charter Schools teacher or teachers of record shall be as follows:

1. Each teacher or teachers of record will provide daily synchronous instruction via an online video conferencing platform wherein scholars will have the opportunity to participate in daily lessons and learning activities with similar aged peers.
2. Daily synchronous instruction shall be approximately 30 minutes per day, but may be longer or shorter in duration at the discretion of the teacher or teachers of record.
3. The schedule for daily synchronous instruction will be communicated to scholars and their families via ParentSquare, Google calendar, and other virtual communication platforms.
4. Scholars shall be required to utilize their Compass Google accounts to access daily synchronous instruction.

For pupils in grades 4-8, inclusive, the plan to provide opportunities for daily live interaction between the pupil and a certificated or non-certificated employee of the Charter School and at least weekly synchronous instruction for all pupils throughout the school year provided by a Compass Charter Schools teacher or teachers of record shall be as follows:

1. Each teacher or teachers of record will provide weekly synchronous instruction via an online video conferencing platform wherein scholars will have the opportunity to participate in weekly lessons and learning activities with similar aged peers.
2. Weekly synchronous instruction shall be approximately 30 minutes per week, but may be longer or shorter in duration at the discretion of the credentialed staff member and/or supervising teacher.
3. The schedule for daily live interaction will be communicated to scholars and their families via ParentSquare, and/or Google calendar, and other virtual communication platforms.

For pupils in grades 9-12, inclusive, the plan to provide opportunities for at least weekly synchronous instruction for all pupils throughout the school year provided by a Compass Charter Schools teacher or teachers of record shall be as follows:

1. Each credentialed staff member will provide weekly synchronous instruction via an online video conferencing platform wherein scholars will have the opportunity to participate in weekly lessons and learning activities with similar aged peers.
2. Weekly synchronous instruction shall be approximately 30 minutes per week, but may be longer or shorter in duration at the discretion of the credentialed staff member and/or supervising teacher. The schedule for weekly synchronous instruction will be communicated to scholars and their families via ParentSquare and/or Google calendar.
3. Scholars shall be required to utilize their Compass Google accounts to access weekly synchronous instruction.

The following plan shall be utilized to transition pupils whose families wish to return to in-person instruction from independent study expeditiously, and, in no case, later than five instructional days:

1. Upon written receipt of a family's wish to return to in-person instruction, the Charter School staff shall inform the family of their right to return to their district of residence for in-person instruction because the Charter School does not offer an in-person instruction option.

2. If the family specifically requests additional in-person options, the Charter School will provide a list of recommended alternatives based on the scholar's current address of residence. Parents may also visit <https://www.greatschools.org/> to locate additional school options in their area.
3. The Charter School shall not have any obligation to assist the family with enrollment in a school district or another charter school, nor can the Charter School guarantee enrollment availability in any school.

The tiered reengagement strategies, plan for synchronous instruction and live interaction, and plan to transition pupils whose families wish to return to in-person instruction (paragraphs 4, 5, and 6 above) shall not apply to pupils who participate in an independent study program for fewer than 15 schooldays in a school year and pupils enrolled in a comprehensive school for classroom-based instruction who, under the care of appropriately licensed professionals, participate in independent study due to necessary medical treatments or inpatient treatment for mental health care or substance abuse. Local educational agencies shall obtain evidence from appropriately licensed professionals of the need for pupils to participate in independent study pursuant to this subdivision. The tiered reengagement strategies shall not apply to independent study offered due to school closure or material decrease in attendance for 15 school days or less for affected pupils under one or more of the circumstances described in Education Code Sections 41422 and/or 46392, and 46393 for which the Charter School files an affidavit seeking an allowance of attendance due to emergency conditions.

A current written agreement shall be maintained on file for each independent study pupil, including but not limited to, all of the following:

- a. The manner, time, frequency, and place for submitting a pupil's assignments and for reporting the pupil's academic progress, and for communicating with a pupil's parent or guardian regarding a pupil's academic progress.
- b. The objectives and methods of study for the pupil's work, and the methods utilized to evaluate that work.
- c. The specific resources, including materials and personnel, that will be made available to the pupil. These resources shall include confirming or providing access to all pupils to connectivity and devices adequate to participate in the educational program and complete assigned work.
- d. A statement of the policies adopted herein, pursuant to Education Code Section 51747(a) and (b) regarding the maximum length of time allowed between the assignment and the completion of a pupil's assigned work, the level of satisfactory educational progress, and the number of missed assignments allowed before an evaluation of whether or not the pupil should be allowed to continue in independent study.
- e. The duration of the independent study agreement, including beginning and ending dates for the pupil's participation in independent study under the agreement. No independent study agreement shall be valid for any period longer than one school year.
- f. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the pupil upon completion.

- g. A statement detailing the academic and other supports that will be provided to address the needs of pupils who are not performing at grade level, or need support in other areas, such as English learners, individuals with exceptional needs in order to be consistent with the pupil's individualized education program or plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794), pupils in foster care or experiencing homelessness, and pupils requiring mental health supports.
- h. The inclusion of a statement in each independent study agreement that independent study is an optional educational alternative in which no pupil may be required to participate. In the case of a pupil who is referred or assigned to any school, class or program pursuant to Education Code sections 48915 or 48917, the agreement also shall include the statement that instruction may be provided to the pupil through independent study only if the pupil is offered the alternative of classroom instruction.
- i. For a pupil participating in an independent study program that is scheduled for more than 14 school days, each written agreement shall be signed, before the commencement of independent study, by the pupil, the pupil's parent, legal guardian, or caregiver, if the pupil is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and the certificated employee designated as having responsibility for the special education programming of the pupil, as applicable. For a pupil participating in an independent study program that is scheduled for less than 15 school days, each written agreement shall be signed within 10 school days of the commencement of the first day of the pupil's enrollment in independent study, by the pupil, the pupil's parent, legal guardian, or caregiver, if the pupil is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and the certificated employee designated as having responsibility for the special education programming of the pupil, as applicable. For purposes of this paragraph "caregiver" means a person who has met the requirements of Part 1.5 (commencing with Section 6550) of Division 11 of the Family Code. Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the California Department of Education, that may be a marking that is either computer generated or produced by electronic means and is intended by the signatory to have the same effect as a handwritten signature. The use of an electronic signature shall have the same force and effect as the use of a manual signature if the requirements for digital signatures and their acceptable technology, as provided in Section 16.5 of the Government Code and in Chapter 10 (commencing with Section 22000) of Division 7 of Title 2 of the California Code of Regulations, are satisfied.

The Charter School shall comply with the Education Code sections 51745 through 51749.3 and the provisions of the Charter Schools Act of 1992 and the State Board of Education regulations adopted there under.

The Superintendent & CEO may establish regulations to implement these policies in accordance with the law.





**lc\_id**

## Master Agreement for Independent Study

**Student: student\_name**  
**Student Number: st\_number**  
**Address: street1**  
**Location: citystatezip**  
**1st Phone Number: homephone**  
**DOB: 01/31/2024**  
**Program Placement: tr\_gradtypes\_id**

**Contract Term: contractterm**  
**Beginning Date: 01/31/2024**  
**End Date: 01/31/2024**  
**Year: schoolyear**  
**2nd Phone Number: cellphone**  
**Grade Level:**  
**School for Classroom Option: altschool**

**It is understood that:**

Scholars are required to report to their supervising teacher as follows for submitting work and reporting their academic progress; and for communicating their academic progress with their parent or guardian.

**Manner of Reporting:**

One-on-One In-Person, Small Group In-Person, E-mail, One-on-One Virtual, Small Group Virtual.

**Time:** 8 a.m.-4 p.m., Mondays through Fridays

**Frequency:** One (1) required meeting per learning period not to exceed twenty-seven (27) school days

**Place of Meeting:** Zoom, One-on-One In Person Meeting, Small Group In Person Meeting, phone meeting

**Objectives:**

The scholar shall engage in content provided by the Charter School which is aligned to grade level standards that is substantially equivalent to in person instruction. High school grade levels shall include access to all courses offered by the Charter School for graduation and approved by the UC or CSU as creditable under the A-G admissions criteria.

**Methods of Study:**

Examples of methods of study for the scholar will include but are not limited to: Live Learning Labs, Independent Reading, Textbook Activities, Problem Solving, Study Projects, Drill & Practice, Experiential Learning, Online Curriculum, Web/Internet Research, Library Research, Field Trips, Learning Center Courses, Community Provider Resources.

**Methods of Evaluation**

Academic evaluation of the scholar's completed work equivalent to the number of days in each Learning Period is designated on the **Assignment and Work Record (AWR)**. Examples of acceptable methods of evaluation include but are not limited to: Teacher- Made Assessments, Scholar Conferences, Progress/Report Cards, Chapter/Unit Tests, Observations, Portfolios, State Standards Testing (California Assessment of Student Performance and Progress, California Science Test, Physical Fitness Test, and other related tests), Learning Journals, Presentations, Internal Diagnostic Assessments, Quizzes, Labs, and Final Exams.

**Specific Resources:**

Compass Charter Schools will provide appropriate instructional materials and personnel to enable the scholar to complete the assigned work. Resources used must be deemed necessary for the achievement of learning and objectives and be reasonably available on similar terms to all scholars. The school will confirm or provide access to all



scholars to the connectivity and devices adequate to participate in the educational program and complete assigned work.

**Board Policies Pursuant to Education Code Section 51747(a) and (b):** For pupils in all grade levels and programs offered by the Charter School, the maximum length of time that may elapse between the time an assignment is made and the date by which the pupil must complete the assigned work shall be twenty-seven (27) school days.

1. The Superintendent or designee shall conduct an evaluation to determine whether it is in the best interests of the pupil to remain in independent study upon the following triggers:
  - a. When any pupil fails to complete five (5) assignments in a period of twenty-seven (27) school days.
  - b. A scholar’s educational progress falls below satisfactory levels as determined by the Charter School’s Scholar Study Team Policy and Missed Assignment Policy which considers ALL of the following indicators:
    - i. Achievement and engagement in the independent study program, as indicated by the pupil’s performance on applicable pupil-level measures of pupil achievement and pupil engagement set forth in Education Code Section 52060(d) paragraphs (4) and (5).
    - ii. Failure to engage in any schoolwork for a cumulative period of five (5) school days in a 27 day period
    - iii. Completion of assignments, assessments, or other indicators that show evidence that the pupil is working on assignments.
    - iv. Learning required concepts, as determined by the supervising teacher.
    - v. Progress toward successful completion of the course of study or individual course, as determined by the supervising teacher. The Charter School may also consider the following in determining satisfactory progress:
      1. The required diagnostic assessment which is administered three times per year; or
      2. Scholars’ semester grades as determined by the teacher of record; or
      3. Data gathered during monthly Connections Meetings.
      4. Attendance in required Special Education services.

A written record of the findings of any evaluation conducted pursuant to this policy shall be treated as a mandatory interim pupil record. The record shall be maintained for a period of three years from the date of the evaluation and, if the pupil transfers to another California public school, the record shall be forwarded to that school.

**Statement of the Measures of Academic Achievement to be Earned by the Pupil Upon Completion:**

The scholar will complete the courses listed below. All course objectives are consistent with Compass Charter Schools’ standards, as outlined in Compass Charter Schools’ subject/course descriptions, which are aligned to grade level standards substantially equivalent to in-person instruction. For high school grade levels, this shall include access to all courses offered by the Charter School for graduation and approved by the UC or CSU as credible under the A-G admissions criteria. The term “Course Value” (“CV”) refers to the number of credits (secondary education) or weeks of work (elementary education) the scholar will attempt.

Students will meet California State Standards in all courses. All students, grades K-8, take benchmark assessments three times throughout the school year, which measure both proficiency and individualized growth. Students, grades 9-12, shall obtain academic credits towards Charter School graduation requirements.

Course Schedule	Category	Course Value


**Statement of Academic and Other Supports for Special Populations:**

The Charter School shall utilize its SST to address the needs of scholars who are not performing at grade level, or who need support in other areas, such as English Learners, scholars in foster care or scholars who are experiencing homelessness, and/or scholars requiring mental health support. The Charter School complies with the Individuals with Disabilities Education Act (“IDEA”) and is committed to meeting the needs of individuals with exceptional needs in order to be consistent with the scholar’s individualized education program (“IEP”). Policies, procedures, and guidelines are in place to ensure that scholars are identified, assessed, and provided with a free appropriate public education in the least restrictive environment. The school complies with Section 504 of the federal Rehabilitation act of 1973 (29 U.S.C. Sec. 794) and is committed to providing equivalent access to and providing a free appropriate public education to all scholars with disabilities.

**Voluntary Statement:**

It is understood that independent study is an optional educational alternative in which no scholar may be required to participate. In the case of a scholar who is referred or assigned to any school, course or program pursuant to Education Code Sections 48915 or 48917, instruction may be provided to the scholar through independent study only if the scholar is offered the alternative of classroom instruction.

**Scholar-Parent-Educator Conference:**

Before signing this written agreement, the parent or guardian of a scholar may request that the Charter School conduct a telephone, videoconference, or in-person scholar-parent-educator conference or other school meeting during which the scholar, parent or guardian, and, if requested by the scholar or parent, an education advocate, may ask questions about the educational options, including which curriculum offerings and nonacademic supports will be available to the scholar in independent study, before making the decision about enrollment or disenrollment in the various options for learning.

**Signatures and Dates:**

Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the California Department of Education that may be a marking that is either computer generated or produced by electronic means and is intended by the signatory to have the same effect as a handwritten signature. The use of an electronic signature shall have the same force and effect as the use of a manual signature if the requirements for digital signatures and their acceptable technology, as provided in Section 16.5 of the Government Code and in Chapter 10 (commencing with Section 22000) of Division 7 of Title 2 of the California Code of Regulations, are satisfied.

I have read and I understand the terms of this agreement, and agree to all provisions set forth.

Title	Signature	Date
Pupil		
Parent/Guardian/Caregiver (if pupil is under the age of 18)		
Certificated employee who has been designated as having responsibility for the general supervision of independent study		
Certificated employee designated as having		

Title	Signature	Date
responsibility for the special education programming of the pupil, as applicable		



## Acknowledgement of Responsibilities

### I, the scholar, agree to the following:

- I am responsible for the terms as outlined in the Master Agreement.
- I am responsible for completing the coursework, as outlined in the Master Agreement, that is assigned to me by the teacher or teachers of record each learning period.
- I will conduct myself in a respectful, responsible, and safe manner at all Compass functions. I understand that my participation in extracurricular school functions is a privilege that can be revoked if my behavior is not acceptable.
- I will request support from my supervising teacher, education specialist (if applicable), school counselor (if applicable), and tutors (if applicable), as needed.
- I will complete all required school assessments, including the following: Alternate Local Assessment, benchmark assessments, and course assessments (as applicable).
- I will complete all state level assessments that apply to me, which include: CAASPP, CAA, CAST, PFT, and ELPAC.
- I will attend required virtual connection meetings with my supervising teacher and will come prepared to discuss my learning and academic progress.
- \* I will attend all scheduled synchronous instruction sessions.
- [Scholars with Individualized Education Programs (IEPs)] I will attend all scheduled SAI and related services offered in my IEP.
- [Scholars designated as English Learners] I will utilize the required EL curriculum, and attend all scheduled live ELD sessions with my EL Tutor or local service provider.
- [Scholars identified as needing tiered intervention support/tutoring] I will attend all scheduled intervention and tiered support live sessions with my Intervention Tutor, Resource Specialist, or local service provider.
- [Scholars taking A-G high school courses] I will engage in at least one hour per week per high school subject of interactive instruction and/or academic tutoring/advising.
- I understand that not fulfilling above responsibilities and/or attending required sessions, that additional support will be provided to me through the tiered re-engagement process.

### I, the scholar, read, understand, and agree to comply with the Scholar Handbook.

### I, the parent/guardian/caregiver/adult scholar, agree to the following:

- My scholar's participation in this independent study program is voluntary.
- I am responsible for the daily teaching and/or monitoring of all subjects/courses outlined in the Master Agreement. I will communicate with my scholar's supervising teacher, education specialist (if applicable), school counselor (if applicable), and tutors (if applicable) in a timely and effective way.
- I will notify CCS within five (5) business days if there is a change in contact information.
- I will conduct myself in a respectful, responsible, and safe manner at all Compass in-person and virtual functions. I understand that my participation in school functions is a privilege that can be revoked if my behavior is not acceptable.
- I will not use harassing or threatening language or profanity in any communications with Compass staff including posting on official school social media platforms.

- I am responsible for monitoring the academic progress of my scholar as determined by the supervising teacher.
- My scholar will complete all required school assessments, including the following: Alternate Local Assessment, benchmark assessments, and course assessments (as applicable).
- My scholar will complete all applicable state level assessments, which include: CAASPP, CAA, CAST, PFT, and ELPAC.
- I am responsible for the transportation of my scholar to school assessments and engagement events. Transportation and reimbursement of such are not provided as part of this agreement/program unless otherwise required by law.
- I will request support from my scholar's supervising teacher, education specialist (if applicable), school counselor (if applicable), and tutors (if applicable), as necessary.
- I will attend required virtual connection meetings with my scholar's supervising teacher and will come prepared to discuss my scholar's learning and academic progress.
- I will complete my scholar's activity log daily.
- I will provide completed assignments as required and as requested by my scholar's supervising teacher.
- Upon disenrollment, withdrawal, or the designated due date, I will return all school-purchased, "non-consumable" materials to Compass within one (1) week. All materials are the property of Compass and are on loan to my scholar while enrolled in Compass. If any materials are damaged or lost, I may be required to pay the value at the time of loss of such items.
- I understand that my scholar is required to have a report card as part of their permanent
- academic record. I understand that my scholar's CAASPP scores will be placed in their cumulative file.
- [Parents of scholars designated as English Learners] I will ensure my scholar completes the ELPAC as required by law, will utilize the required EL curriculum, and ensure that my scholar attends live ELD sessions. I will report all attendance to classes and tutoring provided by local service providers on my weekly activity log.
- [Parents of scholars with IEPs] I will ensure my scholar attends all scheduled SAI and related services offered in the IEP.
- [Parents of scholars identified as needing tiered intervention support/tutoring] I will ensure my scholar attends all scheduled intervention and tiered support live sessions with their Intervention Tutor, Resource Specialist, or local service provider.
- [Parents of Options Scholars] I understand that Compass educational support funds are provided to adequately access and engage in the courses outlined on the master agreement and to support my scholar's personalized and unique education needs while abiding by the legal and appropriate use of state funds.
- [Parents of Options scholars using supplemental support from a community provider] I understand that the community provider does not replace my responsibility for the day-to-day instruction or ensuring that my scholar is learning and progressing.
- [Parents of scholars in grade 12] My scholar will be deemed a Cal Grant applicant with the California Student Aid Commission (Education Code Section 69432.9). I understand that Compass will submit grade point averages to the Commission by October 1st of the scholar's 12th grade year. Parents of scholars under 18 years of age, or scholars age 18 and older, who would like to opt-out must send written notification to the Records Department prior to February 1st of the scholar's 11th grade year.
- I understand that Education Code Section 51225.7 requires each 12th grade scholar to complete and submit a FAFSA or CADAA unless the scholar is determined to be exempt or an opt-out form is completed by a legally emancipated scholar, a scholar who is 18 years or older, a legal guardian, or parent, or a local educational agency on a scholar's behalf.

**I, the parent/guardian/caregiver, read, understand, and agree to comply with the Scholar Handbook and acknowledge receipt of the annual notifications provided wherein.**

**I, the credentialed teacher, agree to and am responsible for the following:**

- The oversight of independent study in accordance with state law, Compass Charter Schools' policy, and regulations.
- \* I will support and facilitate scholar success and the school's mission and vision.
- I will facilitate and support the parent in the daily teaching and monitoring of all subjects/courses outlined in the Master Agreement and Personalized Learning Plan.
- \* I will effectively communicate with the parent(s) and scholar(s) on my roster.
- \* I will uphold the Compass ARTIC values.
- I will schedule and facilitate virtual meetings with the scholar and parent/guardian/caregiver and will come prepared to discuss the scholar's learning and academic progress.
- Upon the scholar's disenrollment or withdrawal, I will notify the parent/guardian/caregiver of the materials required to be returned.
- I am responsible for the assignment, supervision, and assessment of grade-level standards-based coursework. I am responsible for the assignment of all grades and will report this information for inclusion in the scholar's permanent record.
- I am responsible for the establishment, completion, and maintenance of necessary documentation, reports, and records.
- I will participate in the administration of the school and state-mandated tests, as required.
- I am responsible for the selection and processing of completed scholar work samples.● [Supervising Teachers of scholars designated as English Learners] I will ensure my scholar completes the ELPAC as required by law, will utilize the required EL curriculum, and attend live ELD sessions.
- [Supervising Teachers of scholars with IEPs] I will ensure that the IEP accommodations and modifications are implemented and support scholar attendance for scheduled services as appropriate.
- \* [Special education case managers/education specialist] I will ensure my scholar attends all scheduled services provided according to the scholar's IEP.
- [Supervising Teachers of scholars with 504s] I will ensure the 504 plan is implemented as written.
- [Supervising Teachers of scholars identified as needing tiered intervention support/tutoring] I will ensure my scholar attends all scheduled intervention and tiered support live sessions with their Intervention Tutor, Resource Specialist, or local service provider.
- I will ensure educational support funds and/or supplemental materials support each scholar's unique needs while abiding by the appropriate use of state funds.
- [Supervising Teachers of Options scholars] I will ensure that an effective curriculum is in place for all core subjects before non-core activities are funded through educational support funds.
- [Supervising Teachers of Options scholars] I will ensure that all curriculum selected is in alignment with the courses indicated in the Master Agreement.

**I, the credentialed teacher, read, understand, and agree to comply with the Employee Handbook.**

We, the undersigned, understand and voluntarily agree to the terms and conditions of this Independent Study agreement. Our signatures below indicate that we voluntarily participated in the establishment of these Agreements/Responsibilities and that we understand and accept our responsibilities in relation to this document.

## Website Privacy Policy

**Date: May 14th, 2024**

This Privacy Policy describes the policies and procedures of Compass Charter Schools (“Charter School”) in safeguarding, preserving, and respecting your privacy rights.

We use Your Personal data to provide and improve our Website. By using our Website, You agree to the collection and use of information in accordance with this Privacy Policy.

### What Information is Collected

We collect several types of information from and about users of our Website, including the following:

- Enrollment Information

Through our Website you may voluntarily submit your child’s personal information for the purpose of enrolling in HCS. School Pathways, LLC a third-party vendor, is used to gather and maintain the personal information provided for the purposes of student enrollment. Parents who choose to enroll their child at HCS will be asked to provide the following information as part of the enrollment process:

- Parent/guardian’s name;
- Child’s name;
- Home/work/cell phone numbers;
- Home address;
- Addresses of other family members;
- Information regarding who has custody of your child; and
- Household income.
- Birth Certificate (Proof of Age)
- Residential Status
- Home Language
- Race/Ethnicity
- Parent Education
- Previous School Information

Such information is only gathered to the extent necessary to facilitate student enrollment. Both HCS and School Pathways will maintain such information in accordance with all applicable laws. The personal information provided will not be sold to third parties or otherwise disclosed under any circumstances, except when required by law.



For more information regarding the privacy policies School Pathways has implemented, please visit <http://www.schoolpathways.com>.

● Contact Information to Receive HCS' Communications

Parents/ guardians and other users may voluntarily provide us with contact information (such as name, phone number and e-mail address) to receive HCS communications and/or to register for HCS activities and events. We will use contact information for the specific, limited purpose for which the information was obtained.

● Usage Data

Usage Data is collected automatically when using our Website. Usage Data may include information such as your device's Internet Protocol address (e.g. IP address), browser type, browser version, the pages that you visit, the time and date of your visit, the time spent on those pages, unique device identifiers and other diagnostic data.

● Cookies

We use cookies and similar tracking technologies to track the activity on our Website and store certain information. These technologies remind us who you are and your preferences for our Website based on what you have done and told us before. The cookie is placed on your computer and is read when you come back to our Website. They let us track your usage of our Website, so we know which parts of our Website is most popular. You can reject cookies or cancel them by instructing your Web browser accordingly. However, if you select this setting you may be unable to access certain parts of our Website.

**Sources From Which Personal Information is Collected**

We collect your personal information directly from you and from your interaction with our Website.

**Personal Information Provided by Parents About Children**

HCS understands that student users who are under thirteen (13) years of age need special safeguards and privacy protection. Accordingly, HCS is committed to complying with the Children's Online Privacy Protection Act ("COPPA") to the extent applicable. In order to help ensure student privacy, HCS only receives personal information on our Website directly from parents. HCS will not at any time collect personal information from children on our Website.

## **How Your Information May Be Used**

We use your personal information to provide you with personalized service; to send e-mails, text messages, or phone calls about the information you have requested; to answer your requests; etc. You may choose to opt out at any time from these communications, which will cease all communications from us.

We may also use your information to track visits to our Website. This allows us to see which of our features are the most popular so we can better serve our users' needs. We may use your information to improve our Website and its contents, fulfill any other purpose for which your information was provided, to allow you to participate in interactive features on our Website, and for any other purpose with your consent.

We may share your information to contractors, service providers, and third providers used to support our operations for the limited purposes described above. HCS does not share, sell, or rent your contact information (e.g., email address, phone number) to any non-affiliated third-parties.

## **Site Security**

We monitor network traffic to identify unauthorized attempts to upload or change information or to otherwise cause damage to our Website. Anyone using our Website expressly consents to such monitoring.

We take appropriate security measures to protect unauthorized access, alteration or destruction of data.

## **How Does our Site Handle Do Not Track signals?**

We honor Do Not Track signals and Do Not Track, plant cookies, or use advertising when a Do Not Track (DNT) browser mechanism is in place.

## **Consent**

Any person using our Website is deemed to have consented to this policy.

## **Contact Forms**

Our Website offers a Contact Form that You can use to send Us inquiries. Only Your name and email address are required to submit an inquiry using the Contact Form. Providing a phone number in the Contact Form is optional.

Should You provide us with your name, email, or phone number using the Contact Form, this information will only be used to contact You pertaining to Your inquiry.

Names, emails, and phone numbers submitted via the Contact Form will not be shared with any third party providers, Service Providers, or affiliates.

### **Opt-In Email and SMS Communications**

Should You choose to enroll Your child with Compass Charter Schools, You may receive periodic newsletters, marketing, or promotional materials and other information that may be of interest to You or Your child. Should You wish to not be contacted in this way, You may opt-out of receiving any, or all, of these communications from Us by following the unsubscribe link or instructions provided in any email We send or by contacting Us via the information provided in the Contact Us section of this Privacy Policy.

We use the following Email Marketing Service Providers to manage and send emails or notifications to You.

#### ParentSquare

ParentSquare is a mass notification and social networking system for schools. It supports schools with maintaining communications with students, parents, and families. Their Privacy Policy can be viewed at <https://www.parentsquare.com/privacy/>

Should You choose to enroll Your child with Compass Charter Schools, You may receive periodic phone calls or SMS notifications (i.e., text messages) from Your child's teacher or other school staff pertaining to Your child's progress in Our educational programs and any other pertinent information. Should You wish to not be contacted in this way, You may opt-out of receiving any, or all, of these communications from Us by contacting Your child's teacher or by contacting Us via the information provided in the Contact Us section of this Privacy Policy.

### **Links to Other Websites**

Our Website or Web Services may contain links to other websites that are not operated by Us. If You click on a third party link, You will be directed to that third party's site. We strongly advise You to review the Privacy Policy of every site You visit.

We have no control over and assume no responsibility for the content, privacy policies or practices of any third party Websites or Web Services.

### **Changes to this Privacy Policy**

We may update Our Privacy Policy from time to time. We will notify You of any changes by posting the new Privacy Policy on this page.

We will let You know via email and/or a prominent notice on Our Website, prior to the change becoming effective and update the "Last updated" date at the top of this Privacy Policy.

You are advised to review this Privacy Policy periodically for any changes. Changes to this Privacy Policy are effective when they are posted on this page.

### **Contact Us**

If You have any questions about this Privacy Policy, You can contact us:

By email: [itteam@compasscharters.org](mailto:itteam@compasscharters.org)

By visiting this page on our website: <https://www.compasscharters.org/contact/>

By phone number: 855-937-4227

By mail: 850 Hampshire Road, Suite R, Thousand Oaks, California 91361

# Coversheet

## Academic Division Update

**Section:** IX. Academic Services  
**Item:** A. Academic Division Update  
**Purpose:** FYI  
**Submitted by:**  
**Related Material:** Academic Division Board Report May 18, 2024.pdf



## Academic Services Division | Board Report | May 18, 2024



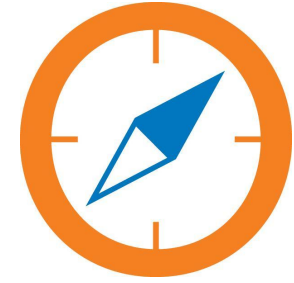







Our **mission** is to inspire and develop innovative, creative, self-directed learners, one scholar at a time.

Our **vision** is to create a collaborative virtual learning community, inspiring scholars to appreciate the ways in which arts and sciences nurture a curiosity for life-long learning, and prepare scholars to take responsibility for their future success.



# OUR ARTIC VALUES



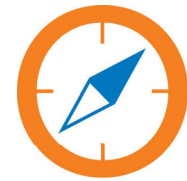
-  **Achievement** Engage in and take charge of your learning.
-  **Respect** Be respectful in all interactions with fellow scholars, learning coaches, faculty, and staff.
-  **Teamwork** Work cooperatively with all persons involved in your education. “Teamwork makes the Dreamwork.”
-  **Integrity**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





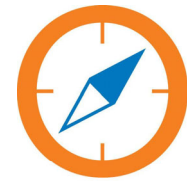
# CAO Highlights

- ❑ Planning 2024 Retreat Program
- ❑ Compiling Board Approved Curriculum
- ❑ Continuing work with departments to cocreate more effective model to serve HS scholars by aligning support services and STs together by 25-26 at latest.
- ❑ Completing administrative regulations alignment with board policy & scholar handbook update & consolidation



# Academic Support

- ❏ EMS Title 3 Updates (San Diego)
  - ❏ Attended CABE in February
  - ❏ Adopting Lexia English for TK-5, Newcomers and LTELs to further supplement listening, speaking and reading skills
  - ❏ Piloted *Elli* (formerly the ESL Library)
  - ❏ Currently piloting the new NearPod EL program to bolster integrated ELD during live instruction across content areas
- ❏ Scholar Success
  - ❏ There are currently **989** scholars being supported by our Intervention Tutors and Resources Specialists across both ELA and Math.



# Academic Support

## ☐ Scholar Support

- ☐ **100** scholars supported by the SST process
- ☐ Monitoring and updating plans for **134** scholars under Section 504, year to date, involves assessing needs, providing accommodations, and revising plans as necessary to support academic success and full participation in school life.
- ☐ 12 of 13 Seniors with a Section 504 plan are eligible to graduate within their 4 year cohort!

# Counseling



- ❏ College & University Acceptances Compass Class of 2024
  - ❏ [Scholar List](#)
- ❏ Golden State Seal Merit Diploma
  - ❏ Graduating Scholars that have met the eligibility requirements: 63 scholars
- ❏ State Seal of Biliteracy
  - ❏ Graduating scholars that have met the eligibility requirements: 1 scholar



# Engagement

- ☐ Registrations received as of May 9:
  - ☐ Field Trips - 1273 Scholar Registrations
  - ☐ Learning Coach Academy - 99 Registrants
  - ☐ Scholar Clubs - 1049 Scholar Registrations
  - ☐ Virtual Scholar Workshops - 725 Scholar Registrations
- ☐ Scholar Celebrations for May & June 2024
  - ☐ In-Person: 12th Grade Graduation & 8th Grade Promotion
  - ☐ Virtual: Kindergarten Celebration, 5th Grade Culmination, Virtual Award Ceremonies (Elementary Online, Elementary Options, Middle School/High School Online, and Middle School/High School Options)



# Online learning

- ❑ The [Online Learning Program Webpage](#) has been completely revised and updated along with the information shared at the Informational Sessions to...
  - ❑ provide additional information about the personalized learning approach provided by the Online team.
  - ❑ highlight information about the supplemental materials and the enrichment electives that are being implemented based on educational partner feedback.



# Options learning

- ❑ Options Learning Department has been preparing a launch of a new gradebook system within our School Pathways Student Information System (SPSIS)
- ❑ Our department concluded an extensive curriculum review project where key educational partners collaborated to present a finalized curriculum list for board review
- ❑ Our department has begun steps to pilot a specialized high school support program targeted to increase our graduation rate.



# Special Education

- ❑ Special Education Enrollment has increased this school year.

- ❑ Start of school year 332 Scholars enrolled  
63 Scholars have exited to date, 65 New eligibilities,  
New enrollments 89

- ❑ Current enrollment 398 as of May 9, 2024

Special Education Contracts for 2024/25 school year and ESY are being negotiated to reflect potential increased enrollment.





# Special Education

- ❑ Encore/Teachtown pilot is coming to an end and it has been well received by the majority of our LCs and Education Specialists with Moderate/Severe Credentials.
- ❑ 2024/2025 School Encore/Teachtown will be the identified modified curriculum for special education scholars who require a functional, modified core aligned curriculum
- ❑ Extended School Year for the 2023/24 School year will July 8th until August 2, 2024



# Staff Support

- ❑ As part of our growth plan pathway, our cohort 1 participants will be completing their Universal Design for Learning (UDL) 2-year training in May, and earning their microcredential.
- ❑ Under our Instructional Coaching Framework, 50 of our Supervising Teachers will have completed two full coaching cycles, one per semester, this year. These cycles involve undergoing two comprehensive observations with their Instructional Coach, who offers impactful feedback aimed at fostering transformative learning.



# Staff Support

- ❑ The Assessment Team is currently assisting with CAASPP, the Physical Fitness Test (PFT), and ELPAC assessments. Makeup testing has commenced, and while our CAASPP window closes on May 20th, we will continue testing for each assessment to maximize participation until May 31st.
- ❑ CAASPP Completion as of 5/9:
  - ❑ CCS of Los Angeles: 79.9%, Opt Outs: 7.3%
  - ❑ CCS of San Diego: 83.9%, Opt Outs: 5.4%
  - ❑ CCS of Yolo: 77.5%, Opt Outs: 7.3%



Thank you.

Questions & Comments.



## Coversheet

### Review and approval of Special Education Non-Public School Contracts for 24/25 school year.

**Section:** IX. Academic Services  
**Item:** B. Review and approval of Special Education Non-Public School Contracts for 24/25 school year.  
**Purpose:** Vote  
**Submitted by:** Amy Foody

**Related Material:**

Specialized Therapy Services (OAS)\_Compass Charter Schools 24\_25 Master Contract.pdf  
Oxford\_Compass Charter Schools 24\_25 Master Contract.pdf  
El Paseo\_Compass Charter Schools 24\_25 Master Contract.pdf  
Partners in Special Education (PSE)\_Compass Charter Schools 24\_25 Master Contract.pdf

**BACKGROUND:**

Compass contracts with NonPublic Agencies to provide related services and assessments to scholars who require these services based on their individual Educaiton Plan. Compass utilized four agencies to provider the majority of these services in a virtual platform. El Paseo, Oxford, Specialized Therapy Services ( OAS) and Partners in Special Education ( PSE).

**RECOMMENDATION:**

Recommend approving the contracts in the following amounts El Paseo \$520,000, Oxford \$550,000, PSE \$750,000 and OAS 450,000. for Extended School year 2024 and the 2024/25 school year.

**NONPUBLIC SERVICES MASTER CONTRACT**

*General Agreement for Nonsectarian,  
Nonpublic School and Agency Services*

**LEA:** Compass Charter Schools

**NPA  / NPS**  : Specialized Therapy Services (OAS)

**Contract Year:** 2024 / 2025

**RECITALS**

**THIS AGREEMENT** is made and entered into as of the **[1]** day of **[July]** **[2024]**, and commencing on that same day of **[July]** **[2024]**, by and Compass Charter Schools (hereinafter “Compass” or “LEA”) and **NPA** (hereinafter “[Specialized Therapy Services]” 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, 2024]**, 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, 2024] 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], 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, 2024 to June 30, 2025** (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 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.

### **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 of 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 (10<sup>th</sup>) cumulative day or fifth (5<sup>th</sup>) 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] [2024] and terminates at 5:00 p.m. on June 30, [2025], unless sooner terminated as provided herein.

**CONTRACTOR**

**LEA**

Specialized Therapy Services  
 Nonpublic School/Agency

Compass Charter Schools

By: \_\_\_\_\_  
 Signature

By: \_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Name and Title of Authorized Representative

\_\_\_\_\_  
 Name and Title of Authorized Representative

**Notices to CONTRACTOR shall be addressed to:**

**Notices to LEA shall be addressed to:**

Steve OAS

Elizabeth Brenner

**Name and Title**  
 Specialized Therapy Services

**Name and Title**  
 Compass Charter Schools

**Nonpublic School/Agency/Related Service Provider**  
 4202A 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**  
 805-807-5058 805-590-7077

**Phone Fax**

**Phone Fax**

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 steve@theoascenter.com

**Email**  
 ebrenner@compasscharters.org

**EXHIBIT A: 2024 - 2025 rates - see attached rate sheet**

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Specialized Therapy Services

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 [Specialized Therapy Services] (“Independent Contractor”).

***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).

**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

**NONPUBLIC SERVICES MASTER CONTRACT**

*General Agreement for Nonsectarian,  
Nonpublic School and Agency Services*

LEA: Compass Charter Schools

NPA  / NPS : Oxford Consulting Service, Inc.

Contract Year: 2024/2025

**RECITALS**

**THIS AGREEMENT** is made and entered into as of the **[1]** day of **[July]** **[2024]**, and commencing on that same day of **[July]** **[2024]**, by and Compass Charter Schools (hereinafter “Compass” or “LEA”) and **NPA** (hereinafter “[Oxford Consulting Service, 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, 2024]**, 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, 2024] between COMPASS CHARTER SCHOOLS, hereafter referred to as the LOCAL EDUCATIONAL AGENCY (“LEA”), a member of the El Dorado Charter SELPA, and [Oxford Consulting Service, 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, 2024 to June 30, 2025** (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 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.

### **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 of 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 (10<sup>th</sup>) cumulative day or fifth (5<sup>th</sup>) 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] [2024] and terminates at 5:00 p.m. on [June 30], [2025], unless sooner terminated as provided herein.

**CONTRACTOR**

**LEA**

Oxford Consulting Service, Inc.  
 Nonpublic School/Agency

Compass Charter Schools

By: \_\_\_\_\_  
 Signature

By: \_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Name and Title of Authorized Representative

\_\_\_\_\_  
 Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:  
 Christina Russi

Notices to LEA shall be addressed to:  
 Elizabeth Brenner

**Name and Title**  
 Oxford Consulting Service, Inc.

**Name and Title**  
 Compass Charter Schools

**Nonpublic School/Agency/Related Service Provider**  
 28202 Cabot Rd. Ste. 300

**LEA**  
 805 Hampshire Rd, Suite P

**Address**  
**Laguna Niguel CA 92677**

**Address**  
 Thousand Oaks CA 01361

**City State Zip**  
 949-596-9125

**City State Zip**  
 805-807-5058 805-590-7077

**Phone Fax**

**Phone Fax**

**Email:**  
 crussi@oxfordconsulting.com

**Email**  
 ebrenner@compasscharters.org

**EXHIBIT A: 2024 - 2025 rates - see attached rate sheet**

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Oxford Consulting Service, Inc.

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 Service, Inc.] (“Independent Contractor”).

***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).



**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.**

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Authorized Vendor Signature

Printed Name

Title

Date

**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:** 2024/2025

**RECITALS**

**THIS AGREEMENT** is made and entered into as of the **[1]** day of **[July]** **[2024]**, and commencing on that same day of **[July]** **[2024]**, 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, 2024]**, 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, 2024] 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, 2024 to June 30, 2025** (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 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.

### **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 (10<sup>th</sup>) cumulative day or fifth (5<sup>th</sup>) 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] [2024] and terminates at 5:00 p.m. on [June 30], [2025], unless sooner terminated as provided herein.



**CONTRACTOR**

**LEA**

El Paseo Children’s Center, Inc.  
**Nonpublic School/Agency**

Compass Charter Schools

**By:** \_\_\_\_\_  
**Signature**

**By:** \_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Name and Title of Authorized Representative**

\_\_\_\_\_  
**Name and Title of Authorized Representative**

**Notices to CONTRACTOR shall be addressed to:**  
 Brent Cooper

**Notices to LEA shall be addressed to:**  
 Elizabeth Brenner

**Name and Title**  
 El Paseo Children’s Center, Inc.

**Name and Title**  
 Compass Charter Schools

**Nonpublic School/Agency/Related Service Provider**  
 74075 El Paseo Dr., Ste. A2B

**LEA**  
 805 Hampshire Rd, Suite P

**Address**  
 Palm Desert CA 92870

**Address**  
 Thousand Oaks CA 91361

**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: 2024 - 2025 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: \$520,000.00

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”).

***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).

**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.**

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Authorized Vendor Signature

Printed Name

Title

Date

**NONPUBLIC SERVICES MASTER CONTRACT**

*General Agreement for Nonsectarian,  
Nonpublic School and Agency Services*

LEA: Compass Charter Schools

NPA  / NPS  : Partners in Special Education

Contract Year: 2024/2025

**RECITALS**

**THIS AGREEMENT** is made and entered into as of the [1] day of [July] [2024], and commencing on that same day of [July] [2024], 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, 2024], 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, 2024] 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, 2024 to June 30, 2025** (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 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.

### **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 of 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 (10<sup>th</sup>) cumulative day or fifth (5<sup>th</sup>) 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] [2024] and terminates at 5:00 p.m. on [June 30], [2025], unless sooner terminated as provided herein.

**CONTRACTOR**

**LEA**

Partners in Special Education  
 Nonpublic School/Agency

Compass Charter Schools

By: \_\_\_\_\_  
 Signature

By: \_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Name and Title of Authorized Representative

\_\_\_\_\_  
 Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:  
 Carol Mispagel

Notices to LEA shall be addressed to:  
 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**  
 805-807-5058 805-590-7077

**Phone Fax**

**Phone Fax**

**Email**  
 cmispagel@partnerssped.com

**Email**  
 ebrenner@compasscharters.org

**EXHIBIT A: 2024 - 2025 rates - see attached rate sheet**

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: \$750,000.00

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”).

***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).

**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

## Policy Updates

**Section:** IX. Academic Services  
**Item:** C. Policy Updates  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** Concurrent Enrollment\_Dual Credit Policy Board Policy #16 FINAL.pdf

### BACKGROUND:

The Concurrent Enrollment Policy was updated to reflect the following changes:

- Minimum course enrollment requirements for middle and high school scholars participating in concurrent enrollment
- College coursework does not appear on the master agreement
- Educational funds are not eligible to be used for college fees and materials

Board Policy #: 16

Adopted/Ratified: October 3, 2019

Revision Date: September 27, 2020, August 11, 2021, May 18, 2024

## SECTION 16 – CURRICULUM - CONCURRENT ENROLLMENT POLICY

Concurrent enrollment in another public or private K-12 school is generally prohibited at Compass Charter Schools (“CCS” or “the Charter School”). If a student (also referred to as a scholar) is found to be enrolled in two (2) schools, CCS will notify the scholar’s parents/guardians (also referred to as a Learning Coach) to confirm intent to remain enrolled at CCS. If the scholar maintains concurrent enrollment, or indicates a desire to not remain enrolled in CCS, he/she will be deemed to have voluntarily chosen to enroll elsewhere, and will be withdrawn from enrollment at CCS pursuant to applicable CCS policies and procedures.

### Community College Courses

It is the policy of the CCS Board of Directors to support the concurrent enrollment of scholars in advanced scholastic or vocational education coursework at local community colleges. Scholars who wish to concurrently enroll in a community college must follow the requirements and procedures below.

#### Requirements:

- Scholars who have completed 9th grade are eligible for concurrent enrollment. Exceptions may be granted under special circumstances.
- Scholars must be in good academic standing at CCS and may not be considered truant.
- Scholars must meet the GPA, course, and age requirements for the college course(s) they wish to attend (this will vary by community college).
- Courses taken for concurrent enrollment credit are in addition to the scholar’s required course schedule at CCS. Scholars must maintain minimum enrollment requirements as follows:
  - Four (4) course minimum at CCS for high school scholars (unless final semester).
  - Five (5) course minimum at CCS for middle school scholars.

Scholars who are concurrently enrolled in community college course in accordance with the above requirements will not be deemed to have voluntarily withdrawn from CCS.

#### Procedure:

- Scholars must notify the College & Career Readiness Counselor prior to enrolling in a college level course for dual credit purposes. Failure to do so will prevent scholars from receiving dual credit.
- Scholars must complete a Concurrent Enrollment Request Form, including a parent/guardian signature, and submit the form to the College & Career Readiness Counselor.
- The College & Career Readiness Counselor will determine if the scholar meets all requirements as described above. Upon recommendation by the College & Career Readiness Counselor, the Director of Counseling Services will make the final approval

for concurrent enrollment. ***Please allow five (5) business days to process the concurrent enrollment approval and forms.***

- If the Director of Counseling Services denies the request for concurrent enrollment, the scholar may appeal the decision to the Assistant Superintendent & Chief Academic Officer. If the Assistant Superintendent & Chief Academic Officer denies the request, a final appeal may be heard by the governing board of CCS. The decision of the Board will be final.
- College coursework will not appear on CCS master agreement.

#### Limitations:

- Initially, a scholar will be approved to take no more than two (2) community college courses at one time, in addition to the scholar's CCS course(s).
- If the scholar successfully completes the initial course(s) with a 2.0 GPA or better and satisfactory attendance at CCS, the scholar will be eligible for another semester of concurrent enrollment following the notification steps above.
- Eligibility for additional courses will also be determined based on scholar performance and the policies of the community college they are attending.

#### Credit for Community College Courses:

- Scholars are responsible for providing an official transcript from the community college verifying the grade earned at the conclusion of the college course. This information must be submitted to the CCS Records Department at the close of the college semester. Scholars are responsible for submitting the college transcript within the prescribed timelines in order for the college course to appear on the high school transcript. Submit college transcript to:

Compass Charter Schools  
Attn: Records Department  
850 Hampshire Road, Suite R  
Thousand Oaks, CA 91361

- Credit will be granted for college level coursework depending on the community college units earned for each college course. Ten (10) high school credits will be awarded upon successful completion of each college course(s) with three (3) units or more unless a scholar has elected to complete the course(s) for college credit only. If a scholar enrolls in a course for less than 3 units, high school dual credit amount will be determined based upon course evaluation from the College & Career Readiness Counselor. No high school dual credits will be awarded for community college courses that are one (1) unit or less.
- Scholars will receive the same letter grade for the high school credit as is granted by the college. Dual credit courses will be calculated as a part of the scholar's regular GPA. College level courses will not be weighted for the purpose of appearing on the high school transcript and will be graded on a "4.0 - A scale".
- Colleges and Universities have their own policies regarding acceptance of dual credit. It is the parent's/scholar's responsibility to check with the university regarding acceptance of dual credit



- All course(s) taken at the community college will appear on the scholar's official college credit transcript.

Costs and Fees:

- Any participation in community college courses is voluntary and is not required as part of CCS's educational program.
- Charter schools, school districts and county offices of education shall not expend funds for courses or instruction offered by private or public colleges or universities beyond that permitted in pursuit of a high school diploma, except for courses or instruction in which pupils are enrolled in before July 1, 2020.
- Parents/scholars are responsible for the cost of fees and course materials. This includes un-waived college fees, official transcript orders, textbooks and other instructional materials required for the course.
- Exception: fees and materials can be reimbursed by CCS if the scholar qualifies for free-or reduced price lunch.
- Educational Funds cannot be directed towards college fees and materials.

# Coversheet

## Curriculum for 2024-2025

**Section:** IX. Academic Services  
**Item:** D. Curriculum for 2024-2025  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** Submission of Board Approved Curriculum May 18, 2024.pdf



## Academic Services Division | Board Report | May 18, 2024










Our **mission** is to inspire and develop innovative, creative, self-directed learners, one scholar at a time.

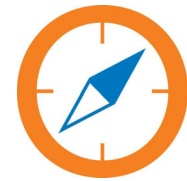
Our **vision** is to create a collaborative virtual learning community, inspiring scholars to appreciate the ways in which arts and sciences nurture a curiosity for life-long learning, and prepare scholars to take responsibility for their future success.



# OUR ARTIC VALUES



-  **Achievement** 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.



# Purpose

Per CA Educ Code § 240 (2023)

*Governing boards of school districts shall adopt instructional materials in accordance with the provisions of Section 60040.*

**Academics is seeking board approval of core curriculum.**



# Previous Practice

- ❑ Accelerate Ed was approved curriculum for Online Scholars
- ❑ Freckle was approved curriculum for Options Scholars



# Change

**Objective** | To more accurately portray the diversity of Compass curriculum choices for scholars in Options, Online, Special Ed, and Emergent Multilingual Learners, Compass will recognize core and vetted approved curriculums.

**Process** | Staff collaboratively...

1. assembled curriculum
2. created and applied a rubric
3. assembled a comprehensive list of curriculum to recommend for adoption.



# Rubric

Alignment w/CA CCS	1: Limited alignment with few or no connections to standards.	2: Partial alignment with some connections to standards.	3: Substantial alignment with most standards clearly addressed.	4: Excellent alignment with all standards explicitly covered.
<b>Grade-Level Appropriateness</b>	Inappropriate for grade level; material too advanced or too basic	Marginally appropriate; may need adjustments.	Mostly appropriate; meets developmental needs effectively can be used to meet needs of scholar at current grade or accommodated level.	Highly appropriate; well-matched to grade level, engaging students effectively.
<b>Academic Rigor</b>	Curriculum or vendor material has minimal rigor; lacks challenging activities or critical thinking components. Lacks consideration for diverse learning needs. Not able to accommodate or adapt curriculum.	Curriculum or vendor material presents some rigor; needs improvement in depth and complexity. Limited accommodations available. Needs lots of extra work by ST/LC to enhance accessibility.	Curriculum or vendor material presents good rigor; challenges students adequately with clear evidence of critical thinking, offering challenging activities and assessments and provides opportunities to extend learning in multiple modalities. It includes reasonable accommodations, supports, and adaptations, making it accessible to a broad range of students.	Curriculum or vendor material presents excellent rigor; consistently promotes critical thinking, offering challenging activities and assessments and provides opportunities to extend learning in multiple modalities. Exceptionally designed and offers a variety of accommodations, supports, and adaptations, ensuring accessibility for all students, regardless of their learning abilities.
<b>Accessibility</b>	The curriculum lacks consideration for diverse learning needs. It is not accessible to students with varying abilities, and there are no evident accommodations or adaptations.	The curriculum shows limited consideration for diverse learning needs. While some accommodations may be present, they are insufficient, and improvements are needed to enhance accessibility.	The curriculum demonstrates a moderate level of consideration for diverse learning needs. It includes reasonable accommodations, supports, and adaptations, making it accessible to a broad range of students.	The curriculum is exceptionally designed to be accessible to students with diverse learning needs. It incorporates a variety of accommodations, supports, and adaptations, ensuring optimal accessibility for all students, regardless of their learning abilities.



# Process

This sheet served as the hub for staff to work synchronously and asynchronously to vet and recommend curriculum.

Ke'Len Armstrong & the Options team lead this effort.

Curriculum	Gr	TK	K	1	2	3	4	5	6	7	8	9	10	11	12	Comprehensive?	Alignment w/CA CCS	Grade-Level Appropriate	Academic Rigor	Accessibility	Media Type	Notes
<b>ELA</b>	<b>Gr</b>	<b>TK</b>	<b>K</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>							
Achieve the Core	TK-2	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Yes	3	3	3	3	Digital	Phonics, Free, lesson plans and resources
All About Reading	TK-4	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Yes	3	4	3	3	Paper based	Phonics, vocabulary, comprehension
All About Spelling	1-12	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Yes	3	3	3	3	Paper based	Orton-Gillingham approach Spelling program
Amplify	6-8	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Yes	3				Digital	
Apex Learning	6-12	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Yes	3	3	3	3	Digital	
Blackbird & Co.	K-8	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Yes	3	4	3	3	Paper based	Literature & writing
Blue Tent	9-12	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Yes	3	3	3	3	Digital	
Bonnie Terry Learning	K-12	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Yes	3	3	3	3	Both	Science of Reading based, complete reading program
BookShark	TK-12	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Yes	3	4	3	3	Paper based	all inclusive curriculum kits
Brave Writer	K-8	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Yes	3	4	3	3	Paper based	
Bridgeway Academy	K-12	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Yes	3	3	3	3	Paper based	Grade level kits for comprehensive program
BYU Independent Study	7-12	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Yes	3	3	3	3	Both	Programs for each grade level vary. Also based on learning style. Has digital extension resources.
CA Preschool Curriculum Framework, Volume 1	TK	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Yes	3	3	3	3		
Core Knowledge	TK-12	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Yes	3	3	3	3	Both	Free
Daily Language Practice (Evan Moor)	1-8	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Yes	3	3	3	3	Paper based	
Daily Reading Comprehension (Evan Moor)	1-8	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Yes	3	3	3	3	Paper based	
Easy Peasy All In One Homeschooling	TK-6	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Yes	3	3	3	3	Both	Easy Peasy offer standards aligned ELA and Math, Classical approach to history/science some standards alignment, not 100%. The 4 subjects are non-sectarian, however Bible elective is offered on the website, but not incorporated into the lessons, much the same way as BYU offers religion classes but it's not incorporated into every class.
Education.com	TK-7	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Yes	3	3	3	4	Both	Has full lesson plans for all subjects
Engage New York	TK-12	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Yes	3	4	4	3	Paper based	needs to be printed out, Free
Essentials in Writing	1-8	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Yes	3	4	3	3	Paper based	complete writing program
Explode the Code/Beyond the Code	TK-4	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Yes	3	4	3	3	Both	great for struggling spellers/readers
Evan Moor	TK-6	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Yes	3	3	3	3	Both	
Evan Moor Daily 6 - Trait Writing	1-8	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Yes	3	4	3	3	Paper based	
Fish Tank	K-12	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Yes	3	3	3	3	Both	Free
FixIt! Grammar	4-12	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Yes	3	4	3	3	Paper based	Comprehensive writing program
Global Student Network	6-12	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Yes	3	3	3	3	Digital	Uses Accelerate Education K-12, Apex & Edmentum 6-12
Great Books	K-8	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Yes	3	3	4	3	Both	provides alignment guides as well as supplemental resources
Handwriting Without Tears	K-4	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Yes	3	4	3	3	Paper based	child friendly instructions
Happy Cheetah	K-2	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Yes	3	3	3	3	Paper based	

# Proposal



Seeking approval of the curriculum vetted by Compass, on this [list](#):

Compass Approved Curriculum List 2024-2025		
ELA		
Achieve the Core	Grammar Ace	myPerspective
All About Reading	Great Books	New York Times
All About Spelling	Handwriting Without Tears	Oak Meadow
Amplify	Happy Cheetah	Open Up
Apex Learning	Hooked on Phonics	Field Phonics
Blackboard & Co.	Houghton Mifflin Harcourt	FRIDE Reading Program
Blue Tent	iEL	Reading Information Text - Evan Moor
Bonnie Terry Learning	IEW Primary Arts of Language Reading	Reading A-Z
BookShark	Imagine Learning	Readworks
Brave Writer	Write	Silicon Valley High School Inc.
Bridgeway Academy	iXL	Spectrum
BYU Independent Study	Khan Academy	Starfall
CA Preschool Curriculum Framework, Volume 1	Learning A-Z (Raz-Kids)	Starline Press
Core Knowledge	Learning Without Tears	Summer Enrichment Academy
Core Language Practice (Evan Moor)	Lightning Literature	Timberdoodle
Daily Reading Comprehension (Evan Moor)	Logic of English - Foundations	Time 4 Learning
Easy Peasy All in One Homeschooling	Logic of English Essentials and Foundations	UC Scout
Educ8ion LLC	McDougal/Libell Literature	Wild Reading
Engage New York	McGraw Hill (Art of Voice)	Words With Me 3000
Essentials in Writing	McRuffy Press	Write By Number
Explode the Code/Beyond the Code	Memoria Press (Foundational + Writing)	Write Source
Evan Moor	Mapleza (Macacademy)	WriteAtHome
Evan Moor Daily 5 - Trait Writing	MiaPrep	Write Out Words
Fish Tank	Moving Beyond the Page	Writing with Ease
Fifth Grammar	Mr. D Math english courses	Zaner-Bloser (SuperKids)
Global Student Network	myNew Literacy- Home School Bundle	Zoo Phonics
Math		
Aleks Math- McGraw Hill	Go Math!	Primary Math Common Core Edition
Aloha Math	Illustrative Math	Rainbow Resource Starter Curriculum
APEX Learning	Imagine Learning	Reveal Math- McGraw Hill
Art of Problem Solving	iXL	Right Start Math
Beast Academy	Khan Academy	Saxon Math Intermediate 3-5
Blue Tent	Live Online Math	Saxon
BYU Independent Study	Math in Focus	Science Mom (Math)
CA Preschool Curriculum Framework, Volume 1	Math Mammoth	Silicon Valley High School Inc.
CK-12	Math U See	Singapore Math Live
Core Knowledge	Math with Confidence	Singapore Primary Math
Definite Learning	Math with Mrs. Fish	Singapore Dimensions Math
Decision Math	McRuffy Math	Spectrum
Engage New York	Mapleza (Macacademy)	Starline Press
enVision Math	MiaPrep	Teaching Textbooks
Eureka Math	Moving Beyond the Page	The Critical Thinking Co.
Evan Moor Homeschool Bundle	Mr. D Math	Time 4 Learning
Generation Genius	Oak Meadow	UC Scout
Glencoe	Open Star	Wild Math
Global Student Network	Open Up	Zoom
Science		
Beast Academy	Elemental Science	Mapleza (Macacademy)
Blue Tent	Elevate Elementary Science	MiaPrep
BookShark	Evan Moor Daily Science	Moving Beyond the Page
Bridgeway Academy	FocusON Science	Mystery Science
Bring Science Alive!	Generation Genius	My Pals are Here Science
Building Blocks of Science	Hot Biology: The Study of Biology	Nancy Larson Science
BYU Independent Study	Home Science Tools	Open Star
CA Preschool Curriculum Framework, Volume 3	Imagine Learning	Science Mom (Science)
California Inspire Science - McGraw Hill	iXL	Starline Press
Carrier Shell Curriculum	Khan Academy	Studies Weekly
CK-12	Learning A-Z	Supercharged Science
Classical Science- Elemental Science	McGraw Hill (Inspire Science, Principles of Biology)	Ten Strands
Core Knowledge	McRuffy Press	UC Scout
Discover Science	Meet the Standards (Lakeshore)	Zumdahl (Houghton Mifflin) Chemistry, 2005
	MEL Science	
Social Studies/History		
Beautiful Feet	History Alive!	Myers - Exploring Psychology
BH365, LLC	History of US	myWorld Interactive
Book Shark	History Quest	Open Star
Book Shark World History	Houghton Mifflin Harcourt	Pandita Press
BookShark American History	Hyperion Academic	Rainbow Resource Starter Curriculum
BYU Independent Study	Imagine Learning	Silicon Valley High School Inc.
CA Preschool Curriculum Framework, Volume 3	Impact/McGraw Hill	Starline Press
Carrier Shell Curriculum	iXL	Story of the World
Cengage, The American Pageant 15th Ed	Khan Academy	Studies Weekly
Core Knowledge	Learning A-Z	TCI - Econ Alive! The Power to Choose (Economics)
Curiosity Chronicles	McGraw Hill Social Studies	The Nomadic Professor
Daily Geography (Evan Moor)	Mapleza (Macacademy)	Timberdoodle
Discover Social Studies	MiaPrep	Time 4 Learning
Evan Moor Homeschool Bundle	Moving Beyond the Page	UC Scout
Global Student Network	Mr. D Math Economics	U.S. History Detective Book
SPED		Online Learning
TeachTown	Accelerate Ed	Lexia



Thank you.

Questions & Comments.



# Coversheet

## Division Update

**Section:** X. Operations Division  
**Item:** A. Division Update  
**Purpose:** FYI  
**Submitted by:**  
**Related Material:** Operations Division Report May 2024 docx.pdf



## Operations Division Report May 18, 2024

This report is meant to highlight several functional areas with updates for the Board of Directors:

I'm absolutely delighted to share the incredible strides being made within the Operations Division! The unwavering dedication and steadfast commitment of each member to the success and well-being of our scholars is truly inspiring. Their tireless efforts and passion are evident in the exceptional work being carried out across every department, showcasing a collective determination to propel our organization forward and positively impact the lives of those we impact.

With a steadfast commitment to continuous improvement, we eagerly anticipate our ongoing efforts, proud of our achievements thus far and prepared to confront the challenges and embrace the opportunities ahead. Together, we uphold our unwavering dedication to fostering an environment of growth, learning, and success for both our staff and scholars

Each department within the Division is contributing to the schools success in their own way.

### **Community Providers Department**

Exciting news from the CP Team! We've collaborated with Nicole Sendejaz, the CCS Office Manager and our OPS representative, Joe Lawrence, to establish the Resource Library in OPS. This new function will enhance scholar experiences by allowing them to order items from our Curriculum Locker (CL). If a requested item isn't available in the CL, it will be sourced from one of our approved materials providers.

In addition, the CP Team has been hard at work streamlining processes. We've reviewed the upcoming service provider renewal form to ensure efficiency for the providers joining us for the 2024-25 school year. The renewal process launched successfully on April 26th, reaching over 450 service providers. Next, the CP team will focus on gathering necessary documents and updating provider information in the 2024-2025 OPS.

We also celebrate one of our CP liaisons, Karina Barbosa, who recently earned a certificate in Spanish translation. This achievement adds valuable expertise to our department. Karina will play a crucial role in translating the "Learning Coach's Educational Funds Guidelines" into Spanish for the upcoming school year.

### **Innovation & Technology Department**

Compass has achieved successful launches of both Zoom Phone and Workvivo, our new intranet and employee communication hub, set to replace Workplace by June 1st. The response to these systems has been outstanding, with over (41) staff members actively engaging with the platform, earning badges, and fostering consistent communication among teams within the first week of launch.

Furthermore, we've implemented a new inventory management system to streamline the organization of technology and staff/scholar associations. This system will significantly enhance our ability to track data on the distribution and collection of instructional and assistive technology across the organization. By improving logistics tracking throughout the delivery and collection lifecycle of our devices, we're empowering the IT team to better safeguard against inventory loss.

In addition, Compass is actively seeking new security vendors to fortify our security and device management processes. These new systems will bolster our defenses against potential data loss and FERPA risks within our file management and distribution systems. They will also provide the IT team with enhanced capabilities to monitor, update, and protect our fleet from any malicious cyber threats



Looking ahead, Compass is gearing up to launch a Chromebook pilot for new scholars in the upcoming school year. Stay tuned for more information on this exciting initiative!

## Finance Department

Lisa Fishman and Melissa Alcaraz had the privilege of attending the 2024 CASBO (California Association of School Business Officials) Annual Conference & California School Business Expo in April. This prestigious event served as a platform for connecting with over 2500 school business colleagues and featured a rich array of offerings, including more than 100 breakout sessions covering topics such as the State's Fiscal Challenges, LCFF, Charter Renewal, and AI. Moreover, attendees were treated to inspiring keynote addresses, including one by Kim Scott, the esteemed author of "Radical Candor: Be a Kick-Ass Boss Without Losing Your Humanity" and "Radical Respect: How to Work Together Better."

In collaboration with our back office provider, CSMC, we've initiated the development of the FY 25 initial budget. We eagerly awaited insights from the Governor's office for the state's May budget revise and, as always, are committed to equipping our staff and scholars with the necessary tools for their education, all while upholding fiscal transparency and compliance.

Approaching the end of the year, the Finance department is deeply engaged in ensuring coding accuracy while actively devising innovative methodologies for the upcoming 2024-2025 school year. These efforts are aimed at fostering clarity, transparency, and collaboration across departments responsible for budget tracking, account coding, and managing restricted funds. This comprehensive approach involves the creation and enhancement of various tools, such as spreadsheets and word documents, to streamline processes and promote effective communication.

Our diligent Finance Clerk, Brooklynn Coney, has been meticulously tracking and monitoring the Local Control and Accountability Plan (LCAP) for the 2023-2024 school year. Her dedicated efforts ensure that all coding aligns seamlessly with the plan's objectives. Additionally, Brooklynn has taken the initiative to develop a new LCAP tracking system tailored specifically for the upcoming 2024-2025 school year. This proactive step underscores our unwavering commitment to continuous improvement and proactive financial management.

## Operations Department

The Operations team has established a new partnership with AlwaysOn and now has a very cool AI chatbot tool integrated into our website. The Operations team continues to find new ways to leverage digital tools to increase efficiency and streamline communication. So far some of the benefits we have experienced have been:

- 24/7 Availability: we can now provide assistance around the clock, addressing queries and providing information even when administrative staff are not available.
- Instant Responses: Potential scholars and families can get immediate answers to their questions, enhancing the user experience and reducing wait times.
- Consistent Information: We can provide consistent responses based on programmed data, reducing the chances of misinformation or inconsistent communication.

Compass Charter Schools will partner with Viewpoint Project with Host Dennis Quaid to produce a segment about Compass Charter Schools and how virtual personalized learning is growing in popularity and shaping our future. Viewpoint is an educational program that explores timely topics and pressing issues across various industries. Dennis Quaid hosts the program and offers viewers an in-depth look into the latest advancements, innovations, and trends shaping our world today. The filming will be on Thursday, May 16, 2024 at the Orange County Learning Center and the home of Learning Coach Alissa Beamish and her children who are Compass scholars.

Benefits will include:

- Through its collaboration with Viewpoint, Compass Charter Schools will be featured as a leading provider of personalized education solutions; the program aims to highlight the transformative impact of scholar-centric educational modalities on scholar success.

- It will highlight Compass' proven track record of providing personalized education options that prioritize each scholar's individual needs and interests; through online and in-person programs, including assessment support, counseling, emergent multilingual support, engagement (clubs and field trips), tutoring, and more.
- Viewpoint informs viewers on the very latest topics and trends impacting the world. It will air in all 50 states. It is a 3-5-minute short-form documentary that bridges the gap between 25-minute and 55-minute shows. On average, segments air 45-60 times per quarter, so it will be distributed to roughly 60 million households and businesses.
- Corporate Identity Demo (5-6 minutes): This segment is an in-depth look at the organization and will be emailed to 1 million viewers requesting information about the topics featured. It is 100% opted-in, and there will be a call-to-action so that viewers will click and go to your website after watching this segment.
- Commercial Television Airings: Viewpoint will produce one(1) high-end one-minute educational commercial segment for network distribution, broadcast fifty (50) times prime time via The Learning Channel, Family Channel, Discovery Channel, or an equivalent network, and in the city/cities of your choice

It remains a true honor to collaborate with this exceptional team of dedicated and skilled professionals. We are eagerly looking forward to maintaining our proactive involvement in supporting the success of CCS scholars as we quickly approach the end of the 2023-2024 school year

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Lisa Fishman', with a long horizontal flourish extending to the right.

Lisa Fishman  
Chief Operations Officer



# Coversheet

## People Division Update

**Section:** XI. People Division  
**Item:** A. People Division Update  
**Purpose:** FYI  
**Submitted by:**  
**Related Material:** People Division Report - May 2024.pdf  
CCS Additions Report - May 2024.pdf  
CCS Terminations Report - May 2024.pdf  
2024-25 Salary Schedules- FINAL - Certificated Staff.pdf  
2024-25 Salary Schedules- FINAL - Support Staff.pdf  
2024-25 Salary Schedules- FINAL - Administrative Staff.pdf



People Division Report  
May 18, 2024

This report highlights for the Board of Directors, areas on which the People Division Team is working for the 2023-24 school year as of May 10, 2024:

- **Staffing and Recruitment:** The Human Resources team remains dedicated to addressing our current staffing needs. Currently, our efforts are concentrated on filling the following vacancies:
  - Enrollment Specialist

In close collaboration with Academic department leaders, we are diligently preparing Eligibility Pools for the upcoming 2024-25 school year. These pools will serve as vital resources for meeting our staffing requirements. The positions under preparation include:

- Education Specialist (Mild/Moderate)
- Resource Specialist
- Supervising Teacher - Arts and Music (Prop 28 Funded)
- Supervising Teacher - Options
- Tutor

By proactively addressing both current vacancies and future staffing needs, we aim to ensure a seamless and effective recruitment process while maintaining the high standards of our educational programs.

- **Notice of Reasonable Assurance:** Memos were shared with staff on March 29, 2024.
- **2024-25 Intent to Return Survey:** The intent to return survey provides staff the opportunity to confirm their intent to return for the upcoming school year. This will be shared with staff the week of May 20th, 2024.
- **2024-25 Staff Calendars** Have been completed and shared with all staff.
- **Employee Handbook Updates:** The HR and Leadership Teams in collaboration with our partners at Young, Minney & Corr, have diligently revised and updated policies for the 2024-25 Employee Handbook. We have enclosed an attachment for the Board's review and approval, outlining the comprehensive changes made to ensure alignment with current regulations and best practices.
  - Additionally, the HR Team has compiled a comprehensive list of changes made to policies for the upcoming school year. Please refer to the enclosed attachment for detailed insights into these adjustments.

- **2024-25 Salary Schedules** We have completed the update of the Salary Schedules for the 2024-25 school year. Notably, adjustments were necessary due to changes in the federal minimum wage rates, impacting two areas of our certificated salary schedules: Supervising Teachers and Education Specialists. The attached documents reflect these changes.
  - **2024-25 Salary Memos** will be generated and distributed in June, ahead of the conclusion of the current school year.
  
- **Progress Update on Partnership with Riverside County Office of Education's Center for Teacher Innovation (CTI):** Our collaboration with the Riverside County Office of Education's Center for Teacher Innovation (CTI) continues to advance successfully. Currently, Compass has five CTI Coach/Coachee Teams who are nearing completion of their programs in the current school year. We are thrilled to share that all candidates are on track to complete the program this month, showcasing their commitment and hard work in achieving their goals. We take great pride in their accomplishments and commend their dedicated efforts.
  
- **Staff Growth and Development Plans** for the 2023-24 school year are wrapping up, the second learning cycle concluded on April 30, 2024.
  - Upcoming Milestones:
    - May 24, 2023: Celebration of Learning
  
- **SDI Core Strengths** To enhance communication and foster greater team cohesiveness, our Training and Development Manager has delivered thirteen SDI Team Building sessions to our leadership and staff. These workshops aim to provide fresh insights and promote effective communication within our teams.
  - Analytical data on the conflict sequence operating across the organization has provided valuable insights that can be incorporated into our Trust and Inspire initiative. Upon review of team triangles and organizational data from 204 Compass staff members, it was found that 45% of our teams deploy the same conflict sequence of G-B-R. This observation, from an SDI perspective, offers compelling insights into building trust within our relationships.
  - Each SDI Team Building session commences with a Restorative Practices activity, serving as a soft launch of the Restorative Justice Model across the organization. This initiative lays the foundation for the implementation of community-building circles, further enhancing communication and connectedness within teams.
  
- **Restorative Justice Practices** Compass has undertaken a strategic approach to integrate Restorative Justice practices into its organizational culture. Unlike typical adoption scenarios driven by specific problems, Compass, under new leadership, has embraced Restorative Justice as part of a three-part training vision for the 2023-24 school year. Recognizing the potential influence of past toxicities on current and emerging performance, a concerted effort has been made to equip teams to address residual relationship issues. The implementation of Covey's Trust and Inspire model served as the inaugural step in this transformative journey, with the aim of cultivating trust and fostering a positive organizational climate.
  - Concurrently, the implementation of SDI principles throughout the organization has been prioritized to enhance Relationship Intelligence (RQ) and promote understanding among team members and their leaders.
  - These circles provide a platform for integrating Trust and Inspire principles across departments, fostering connectedness, problem-solving, and trust repair within the organization.
  - Within the Restorative Practices team, several community-building circle sessions have already taken place. The Cabinet and Leadership are scheduled to participate in their inaugural circle on May 28th, facilitated by the esteemed Restorative Justice Facilitator, Ashley McGuire. This

Leadership Circle will lay the groundwork for the Restorative Practices Team's initiatives in the 2024-25 school year.

- The Restorative Justice coaching team at Compass is actively collaborating with the All Staff Retreat Planning Committee to develop a comprehensive plan for the successful implementation of in-person Community Circles within the Compass community during the upcoming Retreat.
- **March In-Service Day:** Follow-up data from our In-Service Day presentations on March 8, 2024.
  - Satisfaction Survey Results:
    - Restorative Justice Keynote: 4.4/5
    - AI: 4.8/5
    - Managing Stress and Burnout: 4.8/5
    - Behavior Matrix Review: 4.9/5

Plans are underway for our October sessions.

Organizational changes have transpired since the last meeting. *Please see the enclosed worksheets titled CCS Additions Report (05-10-2024), CCS Terminations Report (05-10-2024), 2024-25 Employee Handbook (Draft), 2024-25 Employee Handbook Changes, 2024-25 Salary Schedules.*

2023-24 Employee Additions Report (ADP)

3/1/2024 - 5/10/2024

CO CODE	NAME	HOME DEPARTMENT	JOB TITLE	HIRE DATE	YEARS OF SERVICE	REPORTS TO
43S	Guy, Hilary	Special Education	Education Specialist	05/06/2024	0 year, 0 month	Jeffries, Lauren
43S	Hedgebeth, Drew	Academic Support	Tutor	04/15/2024	0 year, 0 month	Mayer, Melissa
43S	Mendoza Montgomery, Autumn	Online Program	Supervising Teacher	04/08/2024	0 year, 1 month	Tatum, Jennifer
43S	Taylor, Julia	Options Program	Supervising Teacher	04/08/2024	0 year, 1 month	Larson, Linda
Report Totals: 4						

2023-24 Employee Terminations Report (ADP)

3/1/2024 - 5/10/2024

CO CODE	NAME	HOME DEPARTMENT	JOB TITLE	HIRE DATE	TERMINATION DATE	REASON	YEARS OF SERVICE	REPORTS TO
43S	Harris, Yulonn	000117 - Options Program	160 - Supervising Teacher	9/9/2019	4/22/2024	T - Terminated	4 Y 7 M	Roberts, Karle
Report Totals: 1								

2024-25 Certificated Salary Schedules											
STEP	Counselor			STEP	Education Specialist			STEP	Supervising Teacher		
	Salary	Hourly	Daily		Salary	Hourly	Daily		Salary	Hourly	Daily
1	\$71,329	\$38.10	\$304.82	1	\$64,532	\$35.22	\$281.80	1	\$61,017	\$33.31	\$266.45
2	\$73,112	\$39.06	\$312.45	2	\$66,145	\$36.11	\$288.84	2	\$62,542	\$34.14	\$273.11
3	\$74,940	\$40.03	\$320.26	3	\$67,799	\$37.01	\$296.07	3	\$64,106	\$34.99	\$279.94
4	\$76,814	\$41.03	\$328.26	4	\$69,494	\$37.93	\$303.47	4	\$65,709	\$35.87	\$286.94
5	\$78,734	\$42.06	\$336.47	5	\$71,231	\$38.88	\$311.05	5	\$67,351	\$36.76	\$294.11
6	\$80,702	\$43.11	\$344.88	6	\$73,012	\$39.85	\$318.83	6	\$69,035	\$37.68	\$301.46
7	\$82,720	\$44.19	\$353.50	7	\$74,837	\$40.85	\$326.80	7	\$70,761	\$38.63	\$309.00
8	\$84,788	\$45.29	\$362.34	8	\$76,708	\$41.87	\$334.97	8	\$72,530	\$39.59	\$316.73
9	\$86,907	\$46.42	\$371.40	9	\$78,626	\$42.92	\$343.34	9	\$74,343	\$40.58	\$324.64
10	\$89,080	\$47.59	\$380.68	10	\$80,592	\$43.99	\$351.93	10	\$76,202	\$41.59	\$332.76
11	\$91,307	\$48.78	\$390.20	11	\$82,606	\$45.09	\$360.73	11	\$78,107	\$42.63	\$341.08
12	\$93,590	\$49.99	\$399.96	12	\$84,672	\$46.22	\$369.74	12	\$80,060	\$43.70	\$349.61
13	\$95,930	\$51.24	\$409.96	13	\$86,788	\$47.37	\$378.99	13	\$82,061	\$44.79	\$358.35
14	\$98,328	\$52.53	\$420.20	14	\$88,958	\$48.56	\$388.46	14	\$84,113	\$45.91	\$367.30
15	\$100,786	\$53.84	\$430.71	15	\$91,182	\$49.77	\$398.17	15	\$86,215	\$47.06	\$376.49
16	\$103,306	\$55.18	\$441.48	16	\$93,462	\$51.02	\$408.13	16	\$88,371	\$48.24	\$385.90
17	\$105,888	\$56.56	\$452.51	17	\$95,798	\$52.29	\$418.33	17	\$90,580	\$49.44	\$395.55
18	\$108,536	\$57.98	\$463.83	18	\$98,193	\$53.60	\$428.79	18	\$92,845	\$50.68	\$405.43
	Increase	2.50%			Increase	2.50%			Increase	2.50%	

Longevity Stipend (Complete Years of Service)		Higher Ed. Stipend	
2 - 5 Years	\$2,000.00	Masters	\$1,500.00
6 - 9 Years	\$4,000.00	Doctorate	\$2,500.00
10+ Years	\$6,000.00		

2024-25 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
1	\$29.64	\$48,847	\$53,826	\$24.61	\$40,557	\$44,692	\$20.23	\$8,618	\$33,339	\$36,738
2	\$30.38	\$50,066	\$55,170	\$25.23	\$41,579	\$45,818	\$20.74	\$8,835	\$34,180	\$37,664
3	\$31.14	\$51,319	\$56,550	\$25.86	\$42,617	\$46,962	\$21.26	\$9,057	\$35,036	\$38,608
4	\$31.92	\$52,604	\$57,967	\$26.50	\$43,672	\$48,124	\$21.79	\$9,283	\$35,910	\$39,571
5	\$32.72	\$53,923	\$59,420	\$27.17	\$44,776	\$49,341	\$22.33	\$9,513	\$36,800	\$40,551
6	\$33.54	\$55,274	\$60,909	\$27.85	\$45,897	\$50,576	\$22.89	\$9,751	\$37,723	\$41,568
7	\$34.38	\$56,658	\$62,434	\$28.54	\$47,034	\$51,829	\$23.46	\$9,994	\$38,662	\$42,603
8	\$35.23	\$58,059	\$63,978	\$29.26	\$48,220	\$53,136	\$24.05	\$10,245	\$39,634	\$43,675
9	\$36.12	\$59,526	\$65,594	\$29.99	\$49,424	\$54,462	\$24.65	\$10,501	\$40,623	\$44,764
10	\$37.02	\$61,009	\$67,228	\$30.74	\$50,660	\$55,824	\$25.27	\$10,763	\$41,639	\$45,884
11	\$37.94	\$62,525	\$68,899	\$31.51	\$51,928	\$57,222	\$25.90	\$11,033	\$42,683	\$47,034
12	\$38.89	\$64,091	\$70,624	\$32.29	\$53,214	\$58,639	\$26.55	\$11,310	\$43,754	\$48,215
Increase	2.50%			2.50%			2.50%			

Longevity Stipend (Complete Years of Service)		Higher Ed. Stipend	
2 - 5 Years	\$2,000.00	Masters	\$1,500.00
6 - 9 Years	\$4,000.00	Doctorate	\$2,500.00
10+ Years	\$6,000.00		

	2024-25				
	Working Days	Working Hours	Paid Holidays	Total Paid Days	Total Paid Hours
10-month **	71	426	0	71	426
11-month (202)	202	1616	27	229	1832
11-month (206)	206	1648	28	234	1872
12-month (227)	227	1816	33	260	2080



2024-25 Administration Salary Schedule (12-month)

STEP	Superintendent			STEP	Chief			STEP	Director		
	Salary	Daily	Hourly		Salary	Daily	Hourly		Salary	Daily	Hourly
1	\$196,981	\$757.62	\$94.70	1	\$149,739	\$575.92	\$71.99	1	\$117,159	\$450.61	\$56.33
2	\$201,906	\$776.56	\$97.07	2	\$153,483	\$590.32	\$73.79	2	\$120,089	\$461.88	\$57.74
3	\$206,953	\$795.97	\$99.50	3	\$157,320	\$605.08	\$75.63	3	\$123,090	\$473.42	\$59.18
4	\$212,127	\$815.87	\$101.98	4	\$161,253	\$620.20	\$77.53	4	\$126,167	\$485.26	\$60.66
5	\$217,430	\$836.27	\$104.53	5	\$165,284	\$635.71	\$79.46	5	\$129,322	\$497.39	\$62.17
6	\$222,866	\$857.18	\$107.15	6	\$169,416	\$651.60	\$81.45	6	\$132,555	\$509.83	\$63.73
7	\$228,438	\$878.61	\$109.83	7	\$173,652	\$667.89	\$83.49	7	\$135,869	\$522.57	\$65.32
8	\$234,149	\$900.57	\$112.57	8	\$177,933	\$684.36	\$85.54	8	\$139,266	\$535.64	\$66.95
9	\$240,002	\$923.08	\$115.39	9	\$182,443	\$701.70	\$87.71	9	\$142,746	\$549.02	\$68.63
10	\$246,002	\$946.16	\$118.27	10	\$187,004	\$719.25	\$89.91	10	\$146,316	\$562.75	\$70.34
Increase	2.50%			Increase	2.50%			Increase	2.50%		

2024-25 Administration Salary Schedule (12-month)

STEP	Manager			STEP	Coordinator II			STEP	Coordinator I		
	Salary (12-month)	Daily	Hourly		Salary (12-month)	Daily	Hourly		Salary (12-month)	Daily	Hourly
1	\$98,523	\$378.93	\$47.37	1	\$82,363	\$316.78	\$39.60	1	\$66,925	\$257.40	\$32.18
2	\$100,986	\$388.41	\$48.55	2	\$84,422	\$324.70	\$40.59	2	\$68,598	\$263.84	\$32.98
3	\$103,510	\$398.12	\$49.76	3	\$86,533	\$332.82	\$41.60	3	\$70,313	\$270.43	\$33.80
4	\$106,098	\$408.07	\$51.01	4	\$88,696	\$341.14	\$42.64	4	\$72,071	\$277.20	\$34.65
5	\$108,750	\$418.27	\$52.28	5	\$90,913	\$349.67	\$43.71	5	\$73,873	\$284.13	\$35.52
6	\$111,469	\$428.73	\$53.59	6	\$93,186	\$358.41	\$44.80	6	\$75,719	\$291.23	\$36.40
7	\$114,256	\$439.45	\$54.93	7	\$95,516	\$367.37	\$45.92	7	\$77,612	\$298.51	\$37.31
8	\$117,112	\$450.43	\$56.30	8	\$97,904	\$376.55	\$47.07	8	\$79,553	\$305.97	\$38.25
9	\$120,040	\$461.69	\$57.71	9	\$100,351	\$385.97	\$48.25	9	\$81,541	\$313.62	\$39.20
10	\$123,041	\$473.23	\$59.15	10	\$102,860	\$395.62	\$49.45	10	\$83,580	\$321.46	\$40.18
Increase	2.50%			Increase	2.50%			Increase	2.50%		

Longevity Stipend (Complete Years of Service)		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		

2024-25 Administration Salary Schedule (11-month)

STEP	Manager			STEP	Coordinator II			STEP	Coordinator I		
	Salary (11-month)	Daily	Hourly		Salary (11-month)	Daily	Hourly		Salary (11-month)	Daily	Hourly
1	\$88,708	\$379.09	\$47.39	1	\$74,158	\$316.91	\$39.61	1	\$60,258	\$257.51	\$32.19
2	\$90,926	\$388.57	\$48.57	2	\$76,012	\$324.84	\$40.60	2	\$61,764	\$263.95	\$32.99
3	\$93,199	\$398.29	\$49.79	3	\$77,913	\$332.96	\$41.62	3	\$63,309	\$270.55	\$33.82
4	\$95,529	\$408.24	\$51.03	4	\$79,860	\$341.28	\$42.66	4	\$64,891	\$277.31	\$34.66
5	\$97,917	\$418.45	\$52.31	5	\$81,857	\$349.82	\$43.73	5	\$66,514	\$279.97	\$35.00
6	\$100,365	\$428.91	\$53.61	6	\$83,903	\$358.56	\$44.82	6	\$68,176	\$291.35	\$36.42
7	\$102,874	\$439.63	\$54.95	7	\$86,001	\$367.53	\$45.94	7	\$69,881	\$298.64	\$37.33
8	\$105,446	\$450.62	\$56.33	8	\$88,151	\$376.71	\$47.09	8	\$71,628	\$306.10	\$38.26
9	\$108,082	\$461.89	\$57.74	9	\$90,355	\$386.13	\$48.27	9	\$73,419	\$313.76	\$39.22
10	\$110,784	\$473.44	\$59.18	10	\$92,613	\$395.78	\$49.47	10	\$75,254	\$321.60	\$40.20
Increase	2.50%			Increase	2.50%			Increase	2.50%		

# Coversheet

## 2024-25 Employee Handbook

**Section:** XI. People Division  
**Item:** B. 2024-25 Employee Handbook  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** 2024-25 Employee Handbook - Final.pdf  
2024-25 Employee Handbook Changes - May 2024.pdf



# **Employee Handbook 2024-25**

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Thousand Oaks, CA 91361  
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<http://www.compasscharters.org>

**Table of Contents**

ACKNOWLEDGMENT OF RECEIPT OF EMPLOYEE HANDBOOK ..... 8

ACCEPTABLE USE POLICY AND AGREEMENT ..... 9

    Educational Purpose ..... 9

    Notice and Use ..... 9

    Safety ..... 9

    ACCEPTABLE USE AGREEMENT ..... 10

INTRODUCTION TO THE HANDBOOK..... 13

CONDITIONS OF EMPLOYMENT ..... 14

    Equal Employment Opportunity Is Our Policy ..... 14

    Employment At-Will..... 15

    Child Abuse and Neglect Reporting ..... 15

    Criminal Background Checks ..... 16

    Tuberculosis Testing ..... 16

    Immigration Compliance ..... 16

    Employment Qualifications..... 17

    Professional Boundaries: Staff/Scholar Interaction Policy..... 17

        Corporal Punishment..... 17

        Acceptable and Unacceptable Staff/Scholar Behavior ..... 18

        Duty to Report Suspected Misconduct ..... 18

        Examples of Specific Behaviors ..... 19

    Policy Prohibiting Unlawful Harassment, Discrimination, and Retaliation ..... 20

        Prohibited Unlawful Harassment ..... 21

        Prohibited Unlawful Sexual Harassment ..... 21

    Code of Ethics..... 23

        General..... 23

        Preamble ..... 23

        Principle I: Commitment to the Scholar ..... 23

        Principle II: Commitment to the Public..... 23

        Principle III: Commitment to the Profession..... 24

    In-Person/In-Home Visit Policy ..... 24

        Preparation ..... 24

        Safety: ..... 24

During the Visit: ..... 25

After the Visit ..... 25

Whistleblower Policy ..... 25

Drug- and Alcohol-Free Workplace ..... 26

Smoking ..... 26

Confidential Information ..... 26

Conflict of Interest ..... 27

Nepotism Policy ..... 27

Promotion and Position Creation Policy ..... 28

    Eligibility ..... 28

    Criteria for Promotion ..... 28

    Timeline ..... 29

THE WORKPLACE ..... 30

    Employment Categories ..... 30

        Full-Time Employee ..... 30

        Part-Time Employee ..... 30

        Temporary Employee ..... 30

        Exempt Employee ..... 30

        Nonexempt Employee ..... 30

        Salaried Nonexempt Employee ..... 30

        Inactive Employee ..... 30

        Vacant Positions ..... 31

    Work Schedule ..... 31

        Business Hours ..... 31

        Nonexempt Employees ..... 31

        Exempt Employees: Twelve-month ..... 31

        Exempt Employees: Eleven-month ..... 31

    Meal and Rest Periods ..... 32

    Lactation Accommodation ..... 32

    Attendance and Tardiness ..... 33

    Timecards/Records ..... 33

    Adjunct Duties ..... 34

    School Events ..... 34

        Exempt Employees ..... 34

Nonexempt Employees ..... 34

Use of Email, Voicemail, and Internet Access..... 34

Social Media Policy ..... 35

    Permissions ..... 35

    Guidelines ..... 35

    Know and Follow the Rules ..... 36

    Be Respectful ..... 36

    Respect Confidentiality and Professional Boundaries ..... 36

    Using Social Media at Work ..... 37

    Retaliation is Prohibited ..... 37

Technology Policy ..... 37

    Purpose ..... 37

    Guidelines ..... 37

    Computer and Device Care and Maintenance..... 39

    Software License ..... 39

    Electronic Accounts ..... 40

    Phone/Voicemail..... 40

    Mobile Devices ..... 41

    Internet Access..... 41

Personal Business ..... 42

Personal Appearance/Standards of Dress ..... 42

Academic Freedom ..... 42

Professional Learning ..... 43

All-Staff Retreat..... 43

Media Contacts ..... 44

Health and Safety Policy ..... 44

    Security Protocols ..... 44

    Occupational Safety ..... 44

    Work Environment..... 45

    Accident/Incident Reporting ..... 45

    Reporting Fires and Emergencies..... 45

**EMPLOYEE WAGES AND HEALTH BENEFITS ..... 46**

    Payroll Withholdings..... 46

    Overtime Pay ..... 47

Paydays ..... 47

    Pay Periods ..... 47

Wage Attachments and Garnishments..... 48

    Administrative Fees ..... 48

Expenses ..... 48

    Classroom Materials ..... 48

Travel Policies..... 49

Mileage Reimbursement ..... 49

    Required Work Locations and Events ..... 49

    Meals and Incidental Expenses ..... 50

    Meals..... 50

    Payment for Meals..... 50

    Incidentals ..... 50

Reimbursement Claim Process..... 50

    Lost Receipts..... 51

Health Care Insurance Coverage for Regular, Full-Time Employees..... 51

    Employer Contributions ..... 51

    Employee Contributions ..... 52

State Disability Insurance..... 52

Retirement, Life Insurance, and Other School-Sponsored Benefits..... 52

COBRA Benefits ..... 52

**PERSONNEL EVALUATION AND RECORD-KEEPING..... 54**

    Employee Reviews and Evaluations ..... 54

    Personnel Files and Record-Keeping Protocols..... 54

**HOLIDAYS, VACATIONS, AND LEAVES ..... 55**

    Holidays ..... 55

    Vacation ..... 55

    Sick Leave ..... 56

        Transfer of Sick Leave..... 57

    Personal Necessity Leave..... 57

    Catastrophic Injury/Illness Leave ..... 57

    Unpaid Leave of Absence ..... 58

        Employment During Leave ..... 59

    Family Care and Medical Leave (FMLA) and California Family Rights Act (CFRA)..... 59

Employee Eligibility Criteria .....	59
Amount of FMLA/CFRA Leave Which May Be Taken .....	60
Pay during FMLA/CFRA Leave .....	61
Health Benefits .....	61
Seniority .....	62
Medical Certifications .....	62
Procedures for Requesting and Scheduling FMLA/CFRA Leave .....	62
Return to Work .....	63
Employment during Leave .....	63
Pregnancy Disability Leave .....	64
Employee Eligibility Criteria .....	64
Events That May Entitle an Employee to Pregnancy Disability Leave .....	64
Duration of Pregnancy Disability Leave .....	64
Pay during Pregnancy Disability Leave .....	65
Health Benefits .....	65
Seniority .....	65
Medical Certifications .....	65
Requesting and Scheduling Pregnancy Disability Leave .....	65
Return to Work .....	66
Employment during Leave .....	66
Industrial Injury Leave (Workers' Compensation) .....	67
Military and Military Spousal Leave of Absence .....	68
Bereavement Leave .....	68
Reproductive Loss Leave .....	69
Jury Duty or Witness Leave .....	69
Voting Time Off .....	69
Bone Marrow and Organ Donor Leave .....	70
Victims of Abuse Leave .....	71
Returning from Leave of Absence .....	71
<b>DISCIPLINE AND TERMINATION OF EMPLOYMENT .....</b>	<b>73</b>
Rules of Conduct .....	73
Off-Duty Conduct .....	74
Employee Improvement Opportunities and Progressive Disciplinary Process .....	75
Coaching and Mentoring .....	75



Coaching Support Plan (CSP) ..... 75

Performance Improvement Plan (PIP) ..... 75

Progressive Discipline Procedures ..... 76

Misconduct ..... 76

Administrative Leave with Pay ..... 76

Termination of Employment ..... 76

INTERNAL COMPLAINT REVIEW ..... 78

Internal Complaints ..... 78

Policy for Complaints Against Employees ..... 78

General Requirements ..... 79

AMENDMENT TO EMPLOYEE HANDBOOK ..... 79

APPENDIX A - Harassment/Discrimination/Retaliation Complaint Form ..... 80

APPENDIX B - Internal Complaint Form ..... 82

## ACKNOWLEDGMENT OF RECEIPT OF EMPLOYEE HANDBOOK

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

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 AND AGREEMENT

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 staff and 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 the school's equipment and access to the Internet via school equipment and resource networks is intended to serve and pursue educational goals and purposes. Staff and scholar use of the Internet is therefore limited to only those activities that further or enhance the delivery of education. 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, School approved personal research activities, or other purposes as defined by the CCS 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 employees and scholars about authorized uses of Charter School computers, user obligations and responsibilities, and consequences for unauthorized use and/or unlawful activities.

Before an employee is authorized to use the Charter School's technological resources, they shall sign and return the Acceptable Use Agreement specifying user obligations and responsibilities.

### 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 school, it has limited control over content accessed via the internet and no filtering system is 100% effective. The school shall not 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 access to harmful or inappropriate matter on the Internet and to ensure that staff and 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. Staff and scholars are expected to follow safe practices when using school technology.

Staff and 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, scholars, staff, 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.

Staff and 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 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.

Staff and 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. Staff who violate these policies and rules may be subject to discipline, including but not limited to termination.

#### ACCEPTABLE USE AGREEMENT

The School believes that providing access to technology enhances the educational experience for scholars. However, scholar use of CCS 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.** Staff and scholars shall not impair the security of Charter School technology resources. Staff and 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 School technology resources when directed by a teacher, when technology has been designated for open staff and scholar use (e.g., computers in the library), and for other educational purposes.
3. **Protection Measures.** While the School is able to exercise reasonable control over content created and purchased by the School, it has limited control over content accessed via the internet and no filtering system is 100% effective. Neither the 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. Staff, parents and scholars agree not to hold the Charter School or any it's 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.** 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 school equipment without the permission of a supervising teacher or other authorized 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.** Staff and scholars acknowledge that computer equipment, Internet access networks, email accounts, and any other technology resources are owned by the school and provided to scholars for educational purposes. The 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 school reserves the right to access stored computer records and communications, files, and other data stored on school equipment or sent over schoolnet works. 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.

As a user of Charter School technologies, I have read of the school's Technology Policy and hereby 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 disciplinary action and possible termination

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**FOR SCHOOL EMPLOYEES ONLY**

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I have read, understand and agree to abide by the Policy and the Acceptable Use Agreement. I understand that the school's policies, procedures, rules, and regulations which apply to scholars also apply to me as an employee and adult user of the school's technology, in addition to any separate policies governing employee use of technology.

Employee's Name: \_\_\_\_\_

Employee's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## 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. Similarly, convictions involving crimes of moral turpitude (e.g., fraud), child abuse or neglect, violence, or any offense which may make the employee unsuitable/undesirable to work around students may also serve as a bar to employment at the School. 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. Any certificated employee whose credential lapses will be placed on unpaid leave until the credential is renewed and may be terminated if the credential is not renewed in a timely manner. 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.

#### Corporal Punishment

Corporal punishment shall not be used as a disciplinary measure against any scholar. Corporal punishment includes the willful infliction of, or willfully causing the infliction of, physical pain on a scholar. For purposes of this policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, scholars, staff or other persons or to prevent damage to property.

For clarification purposes, the following examples are offered for direction and guidance of School personnel:

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.

### **In-Person/In-Home Visit Policy**

School administrators, counselors, and/or supervising teachers may find it necessary to conduct an in-person or in-home visit for scholars. Home visits usually take place at the established residence, however, visits can take place anywhere that is convenient for everyone involved. Staff should be adequately prepared for a visit and ensure they are following the protocols for safety.

#### Preparation

- All staff conducting these visits should complete training on how to successfully hold an in-person or in-home visit.
- Determine if an in-person or home visit is required.
- Schedule your visit. Notify the Learning Coach/Family before your visit. Send letters describing the purpose of the in-person/home visit.
- Notify your direct supervisor of home visit time and time that you are expected to return.
- Complete a travel request that details the travel and expenses that will be incurred and submit to your supervisor for approval.
- Bring your school ID (ID 1-2-3) - download a copy or keep the app open.

#### Safety:

- Conduct the in-person/home visit with a colleague, school administrator, or partner agency staff member; do not bring non-school-related staff with you.

- Only enter a residence where the parent/guardian is present.
- Meet with a scholar in a room with the parent or guardian present with access doors open.
- Only agree to meet in a safe location.
- End the meeting and leave the location if any safety concerns arise.

#### During the Visit:

- Staff are expected to follow all departmental protocols for conducting the various types of visits, ensuring consistency and professionalism.
- Maintain respectful and professional communication during the visit, fostering an environment conducive to collaboration and understanding.
- Respect student confidentiality rights by ensuring communications during the visit are not overheard by third parties, with the exception of parents/guardians.

#### After the Visit

- Notify supervisor once you have returned and document in Contact Manager that the visit was completed (date and time).
- After you have concluded your visit, send an email summarizing the visit, agreed upon action steps, concerns the Learning Coach shared, and/or agreed upon resolutions.
- Submit a comprehensive post-visit report via email promptly after the visit, including key takeaways, agreed-upon action steps, concerns expressed by the Learning Coach, and resolutions reached.
- Follow the travel guidelines for your department to receive reimbursement in accordance with the reimbursement policy.

### **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.

### **Smoking**

All School buildings and facilities are non-smoking facilities.

### **Confidential Information**

All information relating to scholars, personal information, schools attended, addresses, contact numbers and progress information is confidential in nature, and may not be shared with or distributed to unauthorized parties, including other CCS parents unless permission is on file.

All records concerning special education scholars shall be kept strictly confidential and maintained in a separate locked cabinet. Failure to maintain confidentiality may result in disciplinary action, up to and including release from at-will employment.

### **Conflict of Interest**

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

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

In the case of outside employment, all full-time and part-time employees may not work or consult for other entities involved in the field of education without written authorization from the Superintendent & CEO. No outside employment may impede the staff member's ability to fulfill their job duties and 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.

### **Promotion and Position Creation Policy**

CCS defines "Promotion" as a move to a position or title with greater responsibility in a higher salary step schedule. The policy is designed to make the process fair and equitable to all.

- Promotions must meet or address a need within the organization.
- A promotion cannot occur if the budget cannot support a salary increase.
- When considering an employee's experience and education, the employee must meet at least the minimum requirements for the position level they are being considered.

#### Eligibility

Any employee in good standing is eligible for promotion consideration, assuming they meet the minimum qualifications for the position.

#### Criteria for Promotion

Promotions entail greater job expectations, the addition of significant duties and/or key areas of responsibility within the organization. This may also include the potential for additional direct reports. Generally, a change is significant when 25-40% or more of a position's duties increase in level.

When considering a promotion or adding a new role, the first two items to review are:

- Does a need exist within the organization/division/department for a higher-level position?
- Is there money available in the budget to fund a promotional increase or new position?

A promotion must be supported by performance, experience, and/or education. When considering an employee's performance, supervisors are expected to consider criteria that reflect the larger picture of an employee's work. These include:

- Skillset: ensuring their skillset matches the requirements of the position
- Sustained Performance: meeting goals in recent growth and development plan cycles. Consider any disciplinary actions.
- Demonstrated steps taken to gain new skills and continued growth
- Personal motivation and willingness for an increase in level and responsibility

Timeline

The CCS deadline for supervision submission will be annually in January. Unless otherwise stated, promotions and new positions will be effective for the following school year.

## 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.

#### 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 workday. 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 5<sup>th</sup> 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 timecard. 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 ADP, 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. Advance 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 usernames 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 Zoom 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

### Permissions

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

This policy applies to all full-time staff, part-time staff, and external contractors employed or providing services at CCS. Each and every employee and/or contractor should use the supplemental [CCS Social Media Handbook](#) provided by the Community Relations Coordinator 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 your 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 Community Relations Coordinator 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's 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 a supervisor 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's 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 the employee's job-related duties and responsibilities require regular and systematic use of a computer or device; or the 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 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 must take all appropriate measures and precautions to prevent the loss, theft, damage, and/or unauthorized use of services and shall include the following:
    - a. Keep all computers and devices in a locked and secured environment when not being used;
    - b. Do not leave the computer or device for prolonged periods of time in a vehicle, especially in extreme temperatures;
    - c. Keep food and drinks away from all computers and devices and work areas;
    - d. Do not leave the computer or device unattended at any time in an unsecured location;
    - e. Keep the computer or device in sight at all times while in public places, such as public transportation, airports, restaurants, etc.
  6. Should an employee's computer or device be lost or stolen, the employee MUST: (i) immediately report the incident to 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 and shall:
    - a. Maintain direct oversight of the inventory of equipment, software, 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, devices, and software 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, devices, and software 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. Employees may submit a request with the School IT Help Desk to get certain programs reviewed and whitelisted if they feel these programs are necessary or beneficial to their work.
- 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. Files that must be downloaded to a device in order to be edited or moved should be removed from that device as soon as possible. In the event your computer crashes, files not saved to Google Drive cannot be recovered. Under no circumstances should files containing CCS information be uploaded to private cloud storage systems or drop boxes (e.g., personal Google Drive accounts), nor should such files be transferred using private email accounts (e.g., personal Gmail accounts).
- 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 Zoom web-based platform. Zoom 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 Zoom 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 Zoom 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 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. Compass will reimburse employees a proportionate amount based on the average cost for internet speeds of 50 to 100 mbps and the number of working days from 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](https://www.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.

### **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 agree to the following.

- All Professional Learning Conferences or Workshops must directly relate to the employee's current assignment, and serve as a benefit to the School.
- 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 direct supervisor. 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 30th (annually) of the retreat dates to ensure that all employees have ample time to 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 by submitting a request and a medical certification in writing 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 will be approved at the same time.

## **Media Contacts**

Employees are prohibited from speaking to the media on CCS's behalf without contacting the Community Relations Coordinator. All media inquiries must 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 must 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.

Requests for temporary out-of-state work must be submitted in writing to the Human Resources Team for review and approval by the Superintendent & CEO. Please include the location address, working dates and hours with your request.

## **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 amount varies with the number of exemptions the employee claims and the gross pay amount. .
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 will provide the employee with a written notice which describes the wage overpayment and will afford the employee an opportunity to respond before commencing any recoupment action. If the employee disputes the wage overpayment, the School shall initiate a legal action to validate the overpayment before proceeding with recoupment. 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 Payroll or HR Team 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 both the Payroll and HR Teams. The office maintains a supply of these forms or a pdf version can be found on the HR Guidesite.

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 (Federal) and DE-4 (State) forms. The W-4 and DE-4 forms should be completed upon hire and it is the employee's responsibility to report any changes in filing status to the Payroll and HR Team and to fill out a new W-4 and/or DE-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, an electronic copy is also available in the payroll system, ADP. 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 10<sup>th</sup> and 25<sup>th</sup> 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.

### Pay Periods

Paydays are ten (10) days following the closing of each pay period. The schools pay periods are as follows:

- 1<sup>st</sup> of the month – 15<sup>th</sup> of the month (paid on the 25<sup>th</sup> of that month)
- 16<sup>th</sup> of the month – months end (paid on the 10<sup>th</sup> of the next month)

## **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 payroll administrator 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.

### Classroom Materials

Staff members who need to purchase classroom materials that cannot be ordered through the School's Amazon account 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 for classroom materials must be submitted as a single PDF file with required back up such as a copy of an original itemized receipt within fourteen (14) 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 and receipts as a PDF, please follow the naming conventions below:

Employee first initial and last name - Event Name - Pay Date

H Granger - Marshmallows- 08-25-25

## **Travel Policies**

A travel request form must be completed and approved by the supervisor and the administrator responsible for the travel prior to any staff travel.

The School incurs the actual 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 Payroll Finance Office within fourteen (14) five (5) calendar days of the Employee's return from travel.

The School incurs 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.

## **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 employee participating in approved, work-related travel in excess of sixty-five (65) miles each way may request 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 uploaded to the travel request form. Employees must not transport volunteers or scholars in their personal vehicles. If transportation of this type is necessary, a rented vehicle must be used.

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. Mileage reimbursement includes gas, so no additional reimbursement will be provided for gas that is purchased for the travel.

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 fourteen (14) days of the business trip. The School will not honor mileage reimbursement requests if submitted after the deadline.

## **Required Work Locations and Events**

The school reserves the right to determine if staff will be reimbursed for mileage to a required in-person work location or event if the option for carpooling is available.

### 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

The School does not reimburse meals included with a conference or if the hotel provides a meal with the cost of a room. 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 \$20.00 per day; lunch not to exceed \$25.00 per day, and dinner not to exceed \$30.00 per day, including the actual cost of tax and gratuity for such. The School incurs the actual cost of these items, not to exceed \$75.00 per day, non-cumulative and non-compounding. The School does not reimburse the Employee for the purchase of any alcohol or snacks in addition to their meals. Employee receipts for meals must 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 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 over 20% will not be reimbursed. 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 rates. Gratuities for baggage carriers, porters, hotel staff (bellhops and house cleaners), as well as ATM fees, bank fees, and check cashing fees are included in the daily incidental amount. As applicable, receipts must be provided to obtain reimbursement.

Employees will be required to submit a written itemized summary of their incidentals on behalf of business for CCS. An explanation for the incidental expense must be listed on the school reimbursement form to be reimbursed.

### **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.

Employees should complete a Reimbursement Form in its entirety including After you have received approval and purchased items, complete the description section for items purchased, attach a clear copy of an original receipt (uploaded as a PDF) (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.

#### Lost Receipts

All reimbursements must be accompanied by the original itemized receipt and "total" receipt. If you do not have the original receipt you must complete a Lost Receipt affidavit form.

#### **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. 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 laws.

#### Employer Contributions

Compass contributes up to \$11,400 per year for all eligible employees who elect medical coverage (including dental, vision, and/or supplemental) towards benefits coverage.

- 11-month staff will receive up to \$1,036.36/month or \$518.18/per pay period for 11 months (22 pay periods).
- 12-month staff will receive up to \$950.00/month or \$475.00/per pay period for 12 months (24 pay periods).

For staff who do not elect medical coverage, but choose vision, dental, and/or supplemental benefits the employer contribution will be \$2,400.00 per year.

- 11-month staff receive \$218.18/month or \$109.09/per pay period.
- 12-month staff receive \$200.00/month or \$100.00/per pay period.

Additionally, Compass provides employer-paid Life/AD&D and Long Term Disability coverage for all eligible employees. Compass does not offer cash in lieu of benefits.

Compass does not offer cash in-lieu of benefits.

## Employee Contributions

Any employee contributions due for benefits will be automatically deducted from the correlating pay period.

## **State Disability Insurance**

Each employee contributes to the State of California to provide disability insurance 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 growth and development plan 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. Growth and Development 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 alter 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 paid holidays:

- 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
- Memorial Day
- Juneteenth (specific eleven-month staff, all 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 Employee Calendars.

### 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 (90<sup>th</sup>) calendar day following the employee's start date. Employees must request the use of vacation days through the ADP system at least two (2) weeks prior to scheduled use in one (1) 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, grandparents, grandchildren, or siblings), or a designated person (i.e., a person identified by the employee at the time the employee requests sick leave), who must receive preventative care or a diagnosis, treatment, or care for an existing health condition. Employees are limited to one (1) designated person per twelve (12) month period. 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 forty (40) hours or five (5) days of sick leave per year.

Employees cannot use paid sick leave until the ninetieth (90<sup>th</sup>) 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 for full-time employees and caps at one hundred and sixty (160) hours, and eighty (80) hours for all other employees.

Employees absent five (5) 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.

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 from the School 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. If there is an emergency, please reach out to your direct supervisor to communicate the need for use of personal necessity leave so they may make the necessary approval in the payroll platform.

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 is not vacation, 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 up to one (1) sick leave day per fiscal year and twelve (12) month employees may donate up to 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.

Employees on a leave of absence are prohibited from performing work duties during their leave, This includes but is not limited to answering emails, grading, responding to surveys, and communication with staff or other stakeholders. Employees in violation of this policy may be subject to restricted email access until their official return date and/or disciplinary action.

#### **Family Care and Medical Leave (FMLA) and California Family Rights Act (CFRA)**

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 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. Employees are limited to one (1) designated person per twelve (12) month period.
  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.

Employees on a leave of absence are prohibited from performing work duties during their leave, This includes but is not limited to answering emails, grading, responding to surveys, and communication with staff or other stakeholders. Employees in violation of this policy may be subject to restricted email access until their official return date and/or disciplinary action.

## **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.
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.

### 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.

Employees on a leave of absence are prohibited from performing work duties during their leave, This includes but is not limited to answering emails, grading, responding to surveys, and communication with staff or other stakeholders. Employees in violation of this policy may be subject to restricted email access until their official return date and/or disciplinary action.

### **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 the death of a covered family member (spouse, child, parent, sibling, grandparent, grandchild, domestic partner, or parent-in-law) 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.

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. Upon request, an employee may be required to provide documentation of the death of a covered family member.

### **Reproductive Loss Leave**

All employees who have worked for the School for at least thirty (30) days shall be eligible to take up to five (5) days of leave upon the employee experiencing a reproductive loss event. A reproductive loss event includes any failed adoption, failed surrogacy, miscarriage, stillbirth, or unsuccessful assisted reproduction. Reproductive loss leave must be used within three (3) months of a reproductive loss event. Employees may take up to twenty (20) days of leave due to qualifying reproductive loss events within a twelve (12) month period. Reproductive loss leave shall be unpaid unless the employee elects to use available accrued/unused paid leave. Reproductive loss leave shall not be used in computing overtime pay.

### **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.

### **School Appearance and Activities Leave**

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

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

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

### **Bone Marrow and Organ Donor Leave**

As required by law, eligible employees who require time off to donate bone marrow to another person may receive up to five (5) workdays off in a 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 Human Resources department 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 or violation of the schools established ARTIC values.
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 but is not limited to 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 unlawful harassment, discrimination, and retaliation 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, school administrator, 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.

### **Employee Improvement Opportunities and Progressive Disciplinary Process**

Situations may arise where an employee's conduct and performance needs to be addressed by the school's progressive disciplinary process. All situations will be reviewed by the Human Resources Team when determining the appropriate actions. Use of progressive discipline remains within the sole and unreviewable discretion of CCS and in no way alters or impairs the at-will nature of employment at the School.

#### Coaching and Mentoring

Compass believes in the importance of holding crucial conversations regarding performance and mentoring opportunities whenever possible. Supervisors should address concerns of employee performance directly with the employee in either their regular recurring check-in (one-on-one) meetings or a scheduled meeting.

#### **Coaching Support Plan (CSP)**

This document is meant to identify and address opportunities for growth. Employees and supervisors are expected to collaborate on completion of the CSP.

A CSP usually follows a verbal warning, but may be issued with a written warning.

#### **Performance Improvement Plan (PIP)**

The Performance Improvement Plan (PIP) is an escalation from a CSP, this is a detailed plan for improvement based on requirements and regular duties based on an employees role and job description. This can include daily or weekly check-ins, and may be used in conjunction with a written warning.

Subject to the at-will nature of employment, employees are expected to meet conditions of a PIP on an immediate and sustained basis but by no later than within thirty (30) days.

30-Day Follow-up to Performance Improvement Plan:

Conditions Met: Update notes on the PIP documentation and additional support through regular check-in (one-on-one) meetings.

Significant Improvement: Update notes on the PIP documentation and re-visit within an agreed upon timeline, usually one (1) to two (2) weeks.

Conditions Not Met or No Improvement: Termination of employment.

### Progressive Discipline Procedures

Although employment with the School is “at-will,” meaning that either the employee or the School may terminate the employment relationship at any time, with or without cause or advance notice, the School shall generally utilize a discipline process which includes the following progression: verbal warning; written reprimand; suspension without pay; and release.

**Verbal Warning:** A verbal warning may result in a post-conference summary or memorandum. The employee shall have the right to have a written response attached to the warning and retained in the file.

**Written Warning:** Unless conduct warrants a written warning/reprimand in the first instance, a written reprimand shall not be used unless the employee has been verbally warned about similar actions within the last three (3) years. The School, in its discretion, may also issue a performance improvement plan (“PIP”) concurrent with the written reprimand. The employee shall have the right to have a written response attached to the reprimand and retained in the file.

**Suspension:** The School, in its discretion, may choose to place the employee on unpaid suspension in lieu of releasing the employee. However, placement on unpaid suspension does not bar the School from releasing the employee should disciplinary issues continue.

**Release from At-Will Employment:** Release from at-will employment shall be the final step of progressive discipline and shall generally be used only when prior steps of progressive discipline have failed, or unless the basis for the release constitutes misconduct or significant unsatisfactory job performance.

The School reserves the right in all instances to determine the appropriate level of disciplinary action, where progressive steps may not always be taken. Neither this policy nor any action taken or not taken by the School in relation to employee discipline alters the at-will nature of relationship at the School.

### Misconduct

For the purposes of this policy, “misconduct” includes but is not limited to employee actions or inactions which: tend to threaten the safety of School students, families and staff; violate the terms of the School’s charter, Employee Handbook, or any other policies/procedures; violate federal, state, or local law; or tend to damage the School’s reputation within the community. The School shall have the sole authority to determine when a disciplinary matter rises to the level of constituting “misconduct.”

### Administrative Leave with Pay

The Superintendent & CEO or their designee, at his or her discretion, may place any employee on administrative leave with pay for the purpose of investigating charges or complaints against such employee. Full benefits shall remain in force pending the completion of an investigation. Such leave will not be considered disciplinary in nature.

### **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?

\_\_\_\_\_

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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):

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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: \_\_\_\_\_

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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: \_\_\_\_\_

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### **2024-25 Employee Handbook Changes**

- + Updates to the “Acceptable Use Policy” (page 9)
  - + Updated to include staff and scholars
- + Updates to “Criminal Background Checks” language (page 16)
- + Updates to “Employment Qualifications” (page 17)
  - + Clarifies requirements for certificated positions.
- + Added “In-Person/In-Home Visit” (page 24)
- + Added Promotion and Position Creation” (page 28)
- + Updates to the “Technology” (page 37)
  - + Includes updated practices as suggested by the Director of IT
- + Updates to “Phone/Voicemail” (page 40)
  - + Updated information for the current online platform, Zoom
- + Updates to “Internet Access” (page 41)
  - + Outlines general information on reimbursement for staff working remotely
- + Updated “Professional Learning” (page 43)
  - + Updated to disclude length of committed time post professional learning
- + Update to “Expenses” (page 48)
  - + Updated process in alignment with the finance department's policy and procedures for processing expenses for:
    - + Updated the policy for classroom materials
    - + Added Travel Policies
- + Update to “Mileage Reimbursement” (page 49)
  - + Updated submission window based on current practices
  - + Added Required Work Locations and Events
- + Update to Employee Reviews and Evaluations (page 54)
  - + Language includes growth and development plans

- + Update to “Holidays” (page 55)
  - + Updated holidays
- + Update to “Sick Leave” (page 56)
  - + Revised language for “family member” to align with California state requirements and changes
  - + Updated certification requirements based on changes to state requirements for the minimum number of days provided to staff. This changed from three (3) to five (5) days.
  - + Revised the accrual cap for full-time employees from 120 hours to 160 hours.
- + Updated “Employment During Leave” (page 59)
  - + Added additional language prohibiting regular work duties while on a leave of absence.
- + Removed “Leave Interactions”
  - + Removed at the suggestion of legal partners
- + Updates to “Bereavement” (page 68)
  - + Updated language to reflect the legal definition of covered family under updated law.
- + Added “Reproductive Loss Leave” (page 69)
- + Added “Employee Improvement Opportunities and Progressive Disciplinary Process” (page 75)
  - + Added Coaching and Mentoring, descriptions of Coaching Support Plans and Performance Improvement Plans
  - + Added Progressive Discipline Procedures
  - + Added Misconduct
  - + Added Administrative Leave with Pay