

East Bay Innovation Academy

Board Meeting

Date and Time

Wednesday January 18, 2017 at 7:00 PM

Location

3400 Malcolm Avenue, Oakland, CA 94605

Agenda

	Purpose	Presenter	Duration
I. Opening Items			
A. Record Attendance and Guests		Rochelle Benning	1
B. Call the Meeting to Order		Rochelle Benning	
C. Approve Minutes	Approve Minutes	Rochelle Benning	2
D. Adjourn Open Session	Vote	Rochelle Benning	1
II. Closed Session Pursuant to 54957			
A. Open Closed Session and Record Attendance	FYI	Rochelle Benning	1
B. Conference with Legal Counsel - Anticipated Litigation	Discuss	Devin Krugman	20
C. Conference with Real Property Negotiations	Discuss	Rochelle Benning	20
D. Conference with Labor Negotiator	Discuss	Devin Krugman	10
E. Adjourn Closed Session	Vote	Rochelle Benning	5
III. Resume Open Session			
A. Record Attendance	FYI	Rochelle Benning	1
B. Report on Closed Session	FYI	Rochelle Benning	2
Closed session was held to: - update board on potential pending litigation - update board on real property negotiations - update board on labor negotiations			
C. Public Comment	FYI	Rochelle Benning	30
30 minute block.			
IV. Academic Excellence			
A. February Intersession Professional Development Plan	Discuss	Devin Krugman	5
B. February Intersession Student Plan	Discuss	Nicole Neumiller	5
C. Silicon Schools NYC Trip Update	Discuss	Devin Krugman	5
D. School Culture and Climate Update	Discuss	Lansine Toure	5
V. Finance			
A. December 2016 YTD Financial Update	FYI	Michelle Cho	10
B. Budget Planning for 17/18	Discuss	Devin Krugman	5
VI. Development			
A. Update on Development Activities	FYI	Devin Krugman	5

VII. Enrollment Update

A. Status of Enrollment Process and Systems	FYI	Devin Krugman	5
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VIII. Hiring Update

A. Hiring Plan and Process for the 2017-2018 Schoolyear	Discuss	Devin Krugman	5
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IX. Governance

A. District - Charter Equity Pledge	Vote	Rochelle Benning	15
Review OUSD/Charter Equity Pledge and vote to adopt.			
B. Resolution to Support Immigrant Families	Vote	Rochelle Benning	5
C. Review and Approve Consent Agenda	Vote	Rochelle Benning	2
D. Unbudgeted Contract - Student Placement	Vote	Rochelle Benning	5
Seneca Pathfinder Program			

X. Closing Items

A. Adjourn Meeting	Vote
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Coversheet

Approve Minutes

Section: I. Opening Items
Item: C. Approve Minutes
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for Board Meeting on November 16, 2016

APPROVED



East Bay Innovation Academy

Minutes

Board Meeting

Date and Time

Wednesday November 16, 2016 at 8:00 PM

Location

3400 Malcolm Avenue, Oakland, CA 94605

Directors Present

Julia Gitis, Kate Doyle, Kelly Garcia, Ken Berrick, Rochelle Benning, Tom Pryor

Directors Absent

Gary Borden, Laurie Jacobson Jones

Guests Present

Devin Krugman, Renee Cooper

I. Opening Items**A. Record Attendance and Guests****B. Call the Meeting to Order**

Rochelle Benning called a meeting of the board of directors of East Bay Innovation Academy to order on Wednesday Nov 16, 2016 at 8:24 PM.

C. Approve Minutes

Kelly Garcia made a motion to approve minutes.
Tom Pryor seconded the motion.

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

D. Public Comment

No public comments at this time.

II. Academic Excellence

A. First Trimester Academic Report

This is the first year EBIA is using a trimester system. Academic report- strong reading growth and gains in literacy development at the Lower School. 15% of 8th graders are participating in Algebra 1. In the Upper School, high proficiency rate on AP benchmark assessments. See presentation for more details.

B. First Trimester School Culture and Climate

Lower School increased collaboration in group projects and increased student pride in school community. Upper school strong student leadership practice and strong student connection with staff.

C. EBIA 2016 Fall Intersession Report Out

Engagement with over 20 partner organizations. High rate of student satisfaction and parent volunteer satisfaction.

III. Finance

A. October Financial Update

Financial outlook has improved. See presentation for more details.

B. 2015-2016 External Audit Report

Tom Pryor made a motion to approve report and submit to OUSD.

Kelly Garcia seconded the motion.

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

IV. Development

A. Update on Development Activities

Have hit our targets for grant funding for the year. EBIA Giving Drive has almost reached its goal as well.

V. Enrollment Update

A. Status of Enrollment Process and Systems

We are part of Common Charter Enrollment in Oakland. Strong number of applicants.

VI. Facility

A. Update on Prop 39 Facilities Request Activities

Conversations about a long term plan for facilities are continuing with the district.

VII. Governance

A. Review and Approve Consent Agenda

Julia Gitis made a motion to approve.

Kate Doyle seconded the motion.

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

VIII. Closing Items

A. Adjourn Meeting

Kelly Garcia made a motion to adjourn the meeting.

Tom Pryor seconded the motion.

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

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 9:24 PM.

Respectfully Submitted,
Julia Gitis

Coversheet

February Intersession Professional Development Plan

Section: IV. Academic Excellence
Item: A. February Intersession Professional Development Plan
Purpose: Discuss
Submitted by:
Related Material: Jan.2017.Board.Deck.pdf

Academic Excellence

January 2017

Intersession PD Plan

Staff Driven Priorities

- School Culture and Climate
 - Advisory Best Practices
 - PLP Iteration and Development
 - Peer Support Models

- Planning and Program Development
 - Capstone Development
 - Student Progress Analysis
 - School Visits

Driving Tasks

- Data Analysis
 - Midyear MAP and ACT Aspire Testing
 - Second Trimester Grade Finalization
 - Intervention Outreach

- Progress Reflection
 - Academic - PBL, Equity
 - Culture and Climate - Peer leadership
 - Operations - Budget, Systems Development

Intersession Student Plan

Theme and Focus

- Lower School - STEAMfest
 - Technology and Engineering
 - Design Thinking Process

- Upper School - College and Career Readiness
 - STEAM focused experiences
 - Increased student design, autonomy and choice

Lower School Programming

6th/7th Grade Program

- Net Zero Design
- Claymation Filmmakers
- Acting Play Lab I
- Wearable Tech
- Hip Hop for Humanity
- Sound Engineering

7th/8th Grade Program

- Mural Art
- Hip Hop Studio
- Industrial Stage Design
- TURF Storytellers
- Electric Teddy Bear
- Acting Play Lab II
- Painting and Drawing
- Gamers Unit
- Media Team

Upper School Programming

- Art Crawler Fab Space
- Tiny Houses for the Homeless
- IT Support Group
- Interession Instructional Assistant Program
- Internship and Independent Study

Silicon Schools Trip Update

NYC Instructional School Visits

- Purpose
 - SSF portfolio visits to high performing charters across the city
 - Focus on instructional excellence
 - Best practice sharing for SSF portfolio schools

- Reflection
 - Attention to Precision
 - Instructional Focus Across CMO
 - Goal Setting Across Organization

Coversheet

School Culture and Climate Update

Section: IV. Academic Excellence
Item: D. School Culture and Climate Update
Purpose: Discuss
Submitted by:
Related Material: EBIA Board Meeting Presentation-v1.pptx



EBIA CoVitality Administration

Presentation to the
Board
Wednesday, January 18th, 2017

Objectives of Today's Presentation

1. Why Is Social Emotional Learning Important?
2. EBIA: The Greater Context
3. CoVitality Administration at EBIA
4. EBIA CoVitality Results and Analysis
5. Questions/Discussion



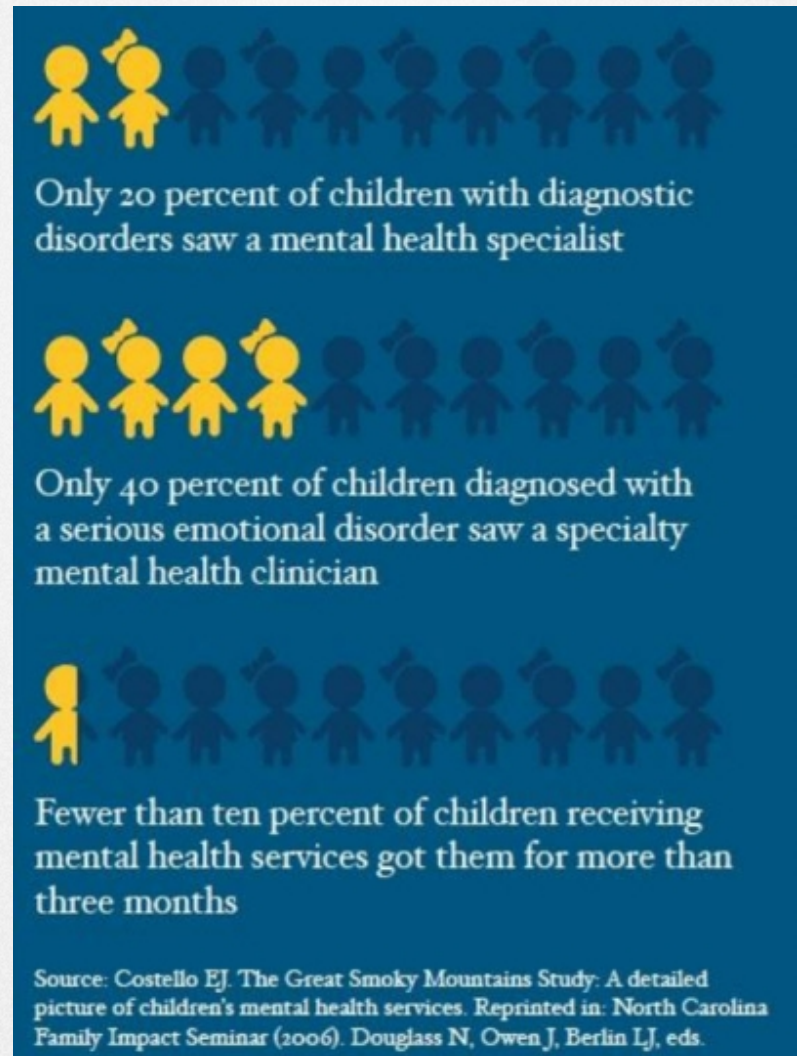
Why is Social Emotional Learning Important?

Social Emotional Learning

- SEL is the process of helping students develop the skills to manage their **emotions** , resolve conflict nonviolently, and make responsible decisions.
- Students are more successful in school and daily life when they:
 - Know and can manage themselves
 - Understand the perspectives of others and relate effectively with them
 - Make sound choices about personal and social decisions
- In the long run, greater social and emotional competence can increase the likelihood of:
 - high school graduation
 - readiness for postsecondary education
 - career success
 - positive family and work relationships
 - better mental health
 - reduced criminal behavior
 - engaged citizenship

EBIA's Motivations

- Preemptively identify students with few social emotional skills
- Need to teach students social emotional skills (perseverance, self awareness, etc.)
- Positive mental health = positive academic success



How do schools typically assess social-emotional health?

Risk Surveillance

Surveillance surveys that focus on risk behaviors, substance use and school climate/safety



Psychological Symptoms

Tools to identify clinically significant problems related to specific disorders such as anxiety or depression



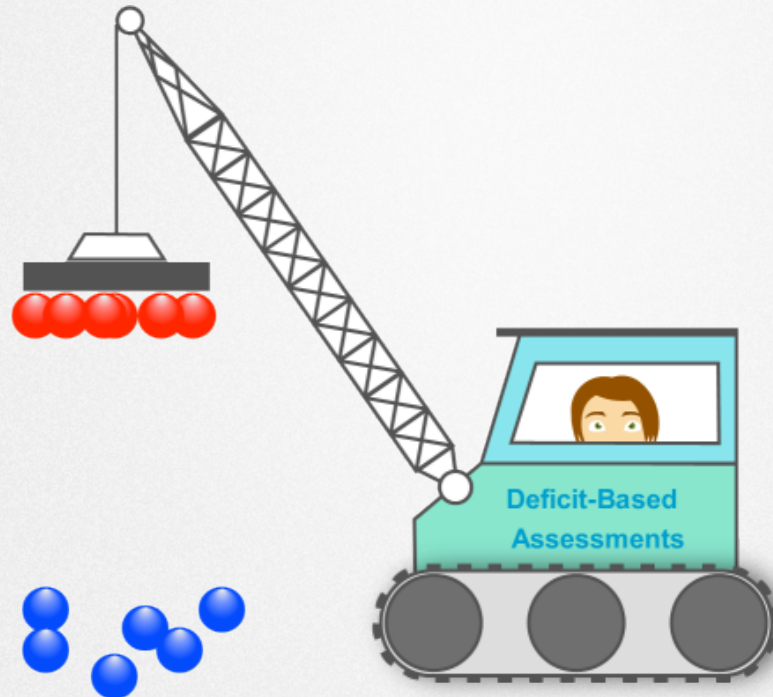
Multi-informant Referrals

Reliance on teachers, parents, and other school staff for referrals of students experiencing mental health problems.



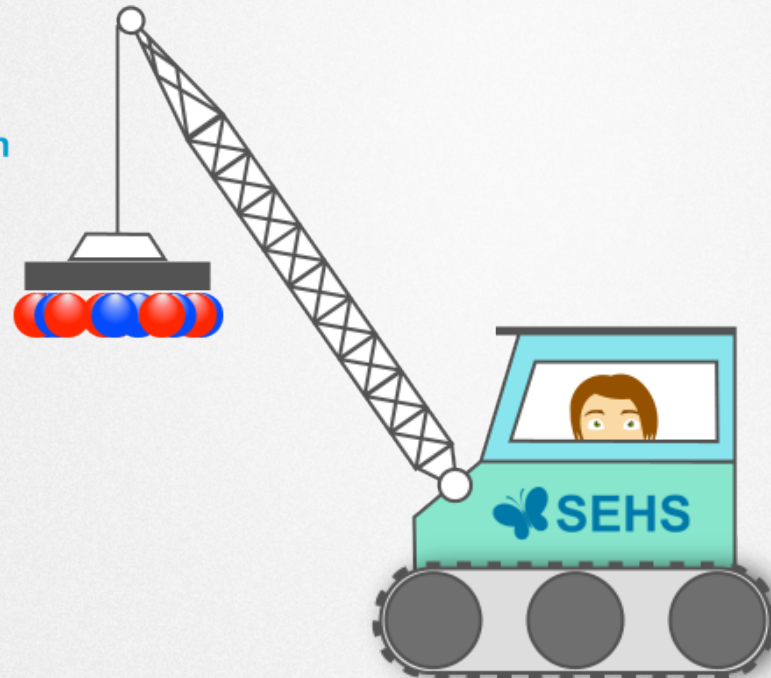
Typically.....

- Focus on Problems**
- Only Applicable to 15-20%**
- Over-identify Externalizing Issues**
- No Information on Positive Potential**



CoVitaliy.....

Focus on Personal Strengths
Dual Factor Model of Mental Health
Applicable to 100% of Students
Foster the Positive



Alignment with CoVitality

Risk Surveillance

Surveillance surveys that focus on risk behaviors, substance use and school climate/safety



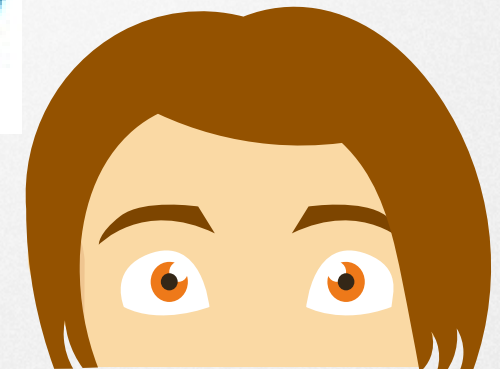
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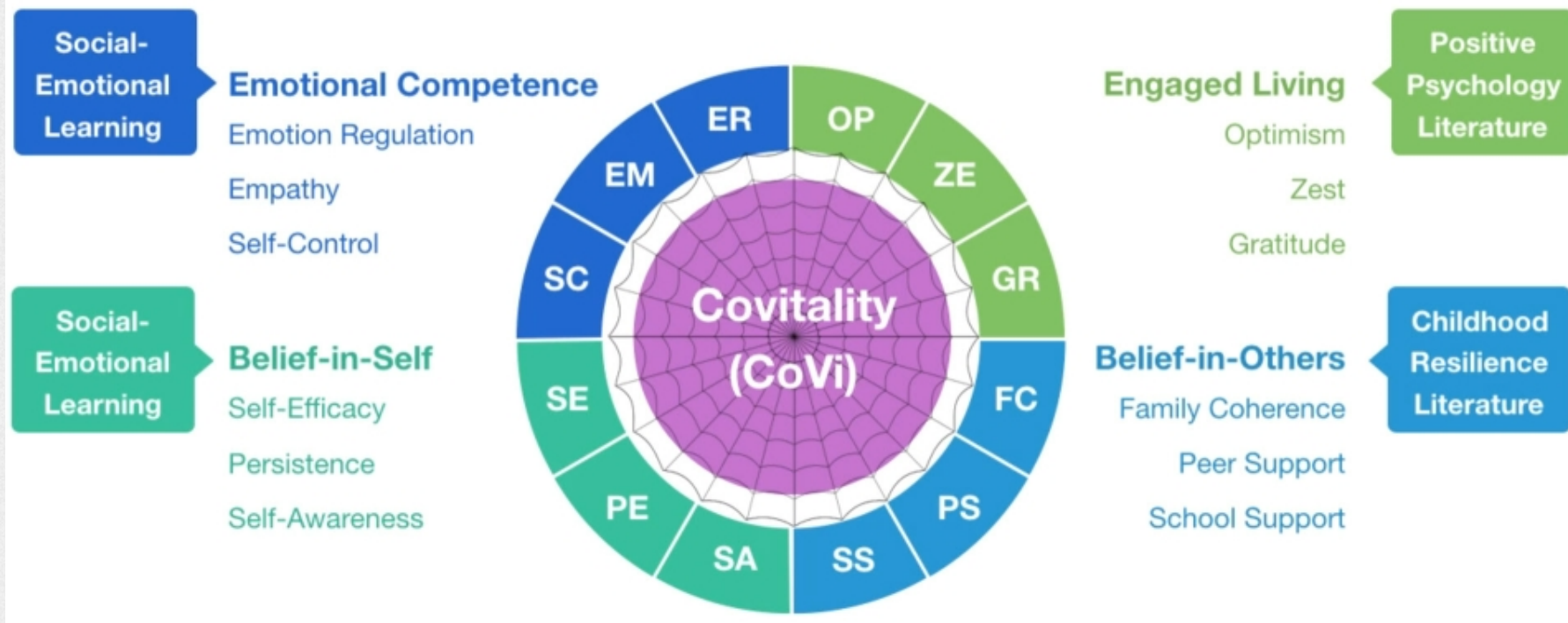
Multi-informant Referrals

Reliance on teachers, parents, and other school staff for referrals of students experiencing mental health problems.



The CoVitality Model

Social-Emotional Health Model



Extensive Usage



A Quick Recap on CoVitality

What is CoVitality?

- CoVitality is the co-occurrence of positive psychological traits
- Short 36 Item Survey that uses four research backed social emotional domains to measure overall CoVitality

Positive , Strength-Based Approach

- Typical risk-based assessments only identify 12-15% of students with problems, but provide no info about how well students are doing. CoVitality provides actionable information for all students.
- CoVitality is strengths-based and assesses youth's personal and social assets
- The CoVitality Survey can directly identify areas of needed intervention at school or student level (e.g. empathy, school support)

Robust Research Support

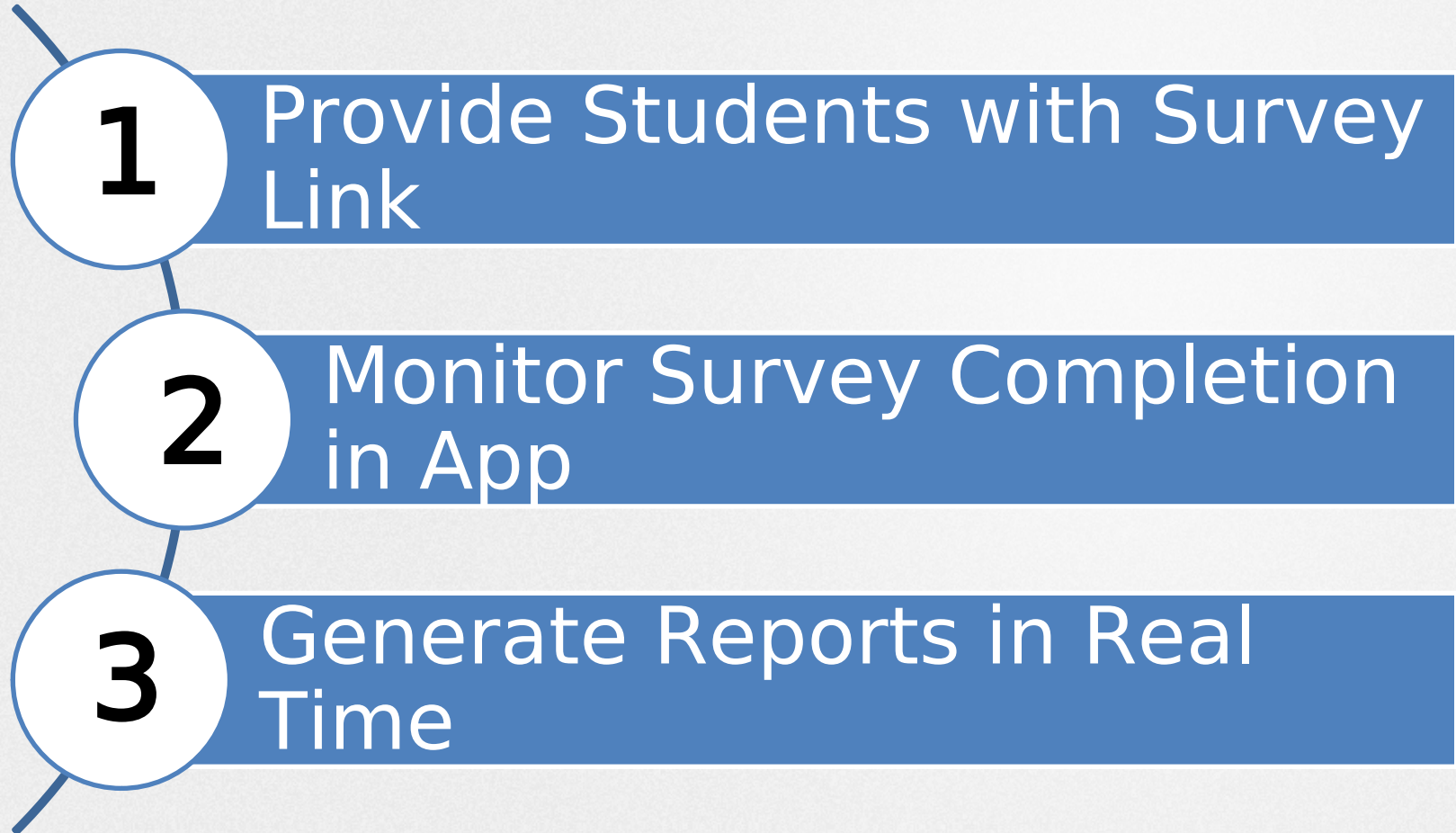
- Developed over past 5 years at one of the most highly regarded research institutions in the world (University of California Santa Barbara)
- Grounded in the latest theories of positive youth development
- Cited and featured in 20+ publications
- Validated on 1,000s of students

- Model replicated internationally



CoVitality Administration at EBIA

3 Step Administration Process



CoVitality Online Survey

Here we go

I understand my moods and feelings.

< Not at all true of me A little true of me Pretty much true of me Very much true of me >

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We're so close

I would describe my satisfaction with my LIFE OVERALL as:

0 = completely dissatisfied ... 100 = completely satisfied

0 10 20 30 40 50 60 70 80 90 100

dissatisfied satisfied

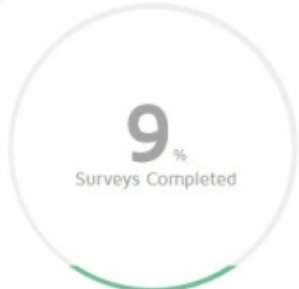
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CoVitality App: Dashboard

- Dashboard
- Caseload
- Support

Dashboard
Risk Group Overview and Reporting

Monitoring



428

Surveys Started

40

Surveys Completed

Reporting

Click on the report icon to download your report

School Climate

Student Profile by Grade Level

Aggregate Response

Data Export

Strengths (CoVi) by Risk (PD) Dual-Factor Risk Groups

Covitality (CoVi)	Psychological Distress (PD)		
	Normal	At-Risk	Elevated
Low	4. Languishing 3	2. Moderate Risk 6	1. Highest Risk 2
Low Average	5. Getting By 3	3. Vulnerable 3	
High Average	6. Moderate Thriving 4	8. Inconsistent 15	9. Inconsistent 2
High	7. High Thriving 2		

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CoVitality Results

Survey Results General Overview

1. Completed Surveys:

- 378 students completed all of parts of the survey

2. Grade Level Breakdown:

- Grade 6: 116 (30.7%)
- Grade 7: 110 (29.1%)
- Grade 8: 108 (28.6%)
- Grade 9: 44 (11.6%)

3. Gender Breakdown:

- There was more females (224 (59.3%)) than males (154 (40.7%)) that completed the survey.

4. Ethnicity Breakdown:

- Latino/a/Hispanic (18.3%)
- Asian (9.3%)
- Black/African American (16.4%)
- Native Hawaiian/Alaskan Native (0.5%)
- White (34.1%)
- Identified with Two or More Groups (21.4%)

Aggregate Item by Item Analysis

- A significant number of students in Grades 6-8 indicated that they don't have a friend their age who they can talk to about their problems.

I have a friend my age who talks with me about my problems. ...by Grade							
			Grade				Total
			6th	7th	8th	9th	
I have a friend my age who talks with me about my problems.	Not at all true of me	Count	26	23	15	4	68
		% within grade	22.4%	20.9%	13.9%	9.1%	18.0%
	A little true of me	Count	28	21	26	16	91
		% within grade	24.1%	19.1%	24.1%	36.4%	24.1%
	Pretty much true of me	Count	39	30	28	9	106
		% within grade	33.6%	27.3%	25.9%	20.5%	28.0%
	Very much true of me	Count	23	36	39	15	113
		% within grade	19.8%	32.7%	36.1%	34.1%	29.9%
Total	Count	116	110	108	44	378	
	% within grade	100.0%	100.0%	100.0%	100.0%	100.0%	

Aggregate Item by Item Analysis

- The majority of the students felt their life had meaning and was not pointless.

In the past month, my life felt pointless. ...Grade							
			Grade				Total
			6th	7th	8th	9th	
In the past month, my life felt pointless.	Not at all true of me	Count	82	68	70	26	246
		% within grade	70.7%	61.8%	64.8%	59.1%	65.1%
	A little true of me	Count	12	22	18	10	62
		% within grade	10.3%	20.0%	16.7%	22.7%	16.4%
	Pretty much true of me	Count	16	8	8	5	37
		% within grade	13.8%	7.3%	7.4%	11.4%	9.8%
	True of me	Count	1	7	8	3	19
		% within grade	0.9%	6.4%	7.4%	6.8%	5.0%
	Very true of me	Count	5	5	4	0	14
		% within grade	4.3%	4.5%	3.7%	0.0%	3.7%
	Total	Count	116	110	108	44	378
		% within grade	100.0%	100.0%	100.0%	100.0%	100.0%

Aggregate Item by Item Analysis

- Most all of the students indicated they were not anxious or sad in

In the past month, I had a hard time breathing because I was anxious. ...Grade							
			Grade				Total
			6th	7th	8th	9th	
In the past month, I had a hard time breathing because I was anxious.	Not at all true of me	Count	87	88	65	31	271
		% within grade	75.0%	80.0%	60.2%	70.5%	71.7%
	A little true of me	Count	13	10	24	7	54
		% within grade	11.2%	9.1%	22.2%	15.9%	14.3%
	Pretty much true of me	Count	7	4	8	3	22
		% within grade	6.0%	3.6%	7.4%	6.8%	5.8%
	True of me	Count	5	3	6	3	17
		% within grade	4.3%	2.7%	5.6%	6.8%	4.5%
	Very true of me	Count	4	5	5	0	14
		% within grade	3.4%	4.5%	4.6%	0.0%	3.7%
Total	Count	116	110	108	44	378	
	% within grade	100.0%	100.0%	100.0%	100.0%	100.0%	

In the past month, I felt sad and down. ...Grade							
			Grade				Total
			6th	7th	8th	9th	
In the past month, I felt sad and down.	Not at all true of me	Count	63	57	51	25	196
		% within grade	54.3%	51.8%	47.2%	56.8%	51.9%
	A little true of me	Count	28	30	28	9	95
		% within grade	24.1%	27.3%	25.9%	20.5%	25.1%
	Pretty much true of me	Count	11	14	11	4	40
		% within grade	9.5%	12.7%	10.2%	9.1%	10.6%
	True of me	Count	7	3	11	6	27
		% within grade	6.0%	2.7%	10.2%	13.6%	7.1%
	Very true of me	Count	7	6	7	0	20
		% within grade	6.0%	5.5%	6.5%	0.0%	5.3%
	Total	Count	116	110	108	44	378
		% within grade	100.0%	100.0%	100.0%	100.0%	100.0%

Aggregate SEHS Analysis

- The means across all CoVitality Domains and Overall CoVitality Scores are quite consistent across all grades

What grade are you in?		Social Emotional Health Survey Domain T-Scores				Covitality
		Belief in Self	Belief in Others	Emotional Competence	Engaged	T-Score
6th	Mean	53.59	53.53	49.95	55.60	54.09
	N	116	116	116	116	116
	SD	7.90	7.92	7.29	8.36	8.34
7th	Mean	52.53	53.25	51.07	53.68	53.32
	N	110	110	110	110	110
	SD	6.82	7.86	6.54	7.76	7.20
8th	Mean	51.01	51.78	49.05	51.54	51.13
	N	108	108	108	108	108
	SD	8.53	8.73	6.91	7.06	7.80
9th	Mean	50.33	51.50	49.02	50.74	50.55
	N	44	44	44	44	44
	SD	7.44	8.99	8.39	8.78	8.63
Total	Mean	52.16	52.71	49.91	53.32	52.61
	N	378	378	378	378	378
	SD	7.80	8.28	7.13	8.06	7.99

CoVitality App: Reports



INDIVIDUAL STUDENT PROFILE REPORT

STUDENT ID: 123456789

GRADE: 7th
 GENDER: Female
 SCHOOL: Hollister High School
 DATE: 10/15/16
 RESPONSES: Valid

STRENGTHS PROFILE

CoVitality-S Subdomain Results
 This student's CoVitality-Secondary *strengths profile* is shown in the chart below. Information about the CoVitality-S subdomains is provided to explore recommended areas for targeted intervention and support to build upon the student's personal assets.

Strength	Watch	Follow-up
School Support	Optimism	
Family Coherence	Peer Support	
Self-efficacy	Zest	
Emotion Regulation	Gratitude	
Persistence		
Empathy		
Self-control		
Self-awareness		

WHAT WAS USED?
CoVitality-S
 CoVitality Secondary (CoVitality-S) is a social emotional health survey used to screen for complete mental health to help increase positive developmental outcomes and robust psychological wellbeing.

CoVitality-S Subdomains

Belief-in-Self		Belief-in-Others	
Self-Awareness	Perceiving and attending to the private and public aspects of one's self	Peer Support	Appraising the caring and helpful nature of one's relationships with peers
Persistence	Working diligently to accomplish one's goals, including maintaining interest in the face of adversity and failure	School Support	Appraising the caring and helpful nature of one's relationships with teachers
Self-Efficacy	Sensing one's ability to act effectively to meet environmental demands	Family Coherence	Appraising the caring and helpful nature of one's relationships with family
Emotional Competence		Engaged Living	



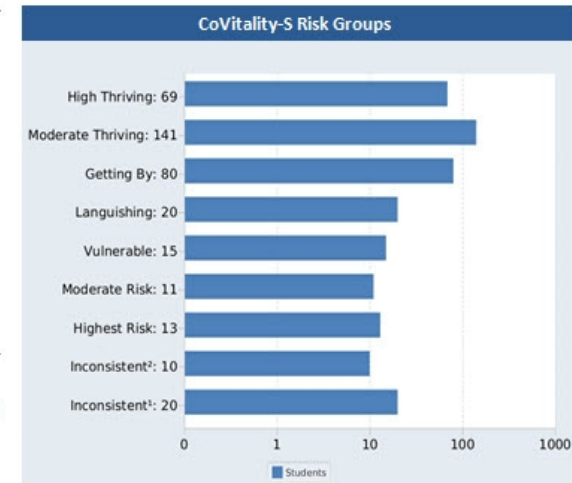
SCHOOL CLIMATE REPORT

SCHOOL NAME: Hollister High School

GRADES: 6th - 9th
 DATE: 10/15/16
 RESPONSES: Valid

CLIMATE SUMMARY

CoVitality-S Screener Results
 To capture the overall school climate, students are placed into a **Risk Group** that helps identify which students need immediate help versus students that are thriving. Below is a graphical representation of the number of students from **Hollister High School** that fall into each group.



WHAT WAS USED?
CoVitality-S
 CoVitality Secondary (CoVitality-S) is an evidence-based social emotional health survey used to screen for a student's complete mental health to help increase their positive developmental outcomes and robust psychological wellbeing.

¹ Students in this Risk Group have high to high average strengths and are elevated for psychological distress

² Students in this Risk Group have high to high average strengths and are at-risk for psychological distress

Explanation of CoVitality-S Risk Groups

The CoVitality-Secondary (CoVitality-S) is based on research showing that youth actively engage in mastering essential developmental tasks (Belief-in-Self, Belief-in-Others, Emotional Competence, and Engaged Living). As adolescents' cognitive skills mature the conclusions about whom they are as a person (self-beliefs) become

How to Use CoVitality Results

- Identify gaps and deficits, then work to close these gaps. Then once these SEL skill sets are improved, it will correlate to stronger academic achievement at EBIA
- Through the information provided in this administration, deficit gaps can be closed at a school or class wide level using the aggregate results and/or at an individual student level using the individual results.



CoVitality Results

CoVitality App: Reports

INDIVIDUAL STUDENT PROFILE REPORT

STUDENT ID 34165

GRADE 7th
GENDER Female
SCHOOL EBIA
DATE 09/07/16
RESPONSES Valid

STRENGTHS PROFILE

CoVitality-S Subdomain Results
 This student's CoVitality-Secondary *strengths profile* is shown in the chart below. Information about the CoVitality-S subdomains is provided to explore recommended areas for targeted intervention and support to build upon the student's personal assets.

Strength	Watch	Follow-up
Family Coherence Self-efficacy Emotion Regulation Persistence Peer Support Gratitude Self-awareness	School Support Empathy Optimism Self-control	Zest

WHAT WAS USED?
CoVitality-S
 CoVitality Secondary (CoVitality-S) is a social emotional health survey used to screen for complete mental health to help increase positive developmental outcomes and robust psychological wellbeing.

CoVitality-S Subdomains

Belief-in-Self		Belief-in-Others	
Self-Awareness	Perceiving and attending to the private and public aspects of one's self	Peer Support	Appraising the caring and helpful nature of one's relationships with peers
Persistence	Working diligently to accomplish one's goals, including maintaining interest in the face of adversity and failure	School Support	Appraising the caring and helpful nature of one's relationships with teachers
Self-Efficacy	Sensing one's ability to act effectively to meet environmental demands	Family Coherence	Appraising the caring and helpful nature of one's relationships with family
Emotional Competence		Engaged Living	

SCHOOL CLIMATE REPORT

SCHOOL NAME EBIA

GRADES 6th - 9th
DATE 01/17/17
RESPONSES Valid

CLIMATE SUMMARY

CoVitality-S Screener Results
 To capture the overall school climate, students are placed into a **Risk Group** that helps identify which students need immediate help versus students that are thriving. Below is a graphical representation of the number of students from EBIA that fall into each group.

CoVitality-S Risk Groups

Risk Group	Number of Students
High Thriving	69
Moderate Thriving	141
Getting By	80
Languishing	20
Vulnerable	15
Moderate Risk	11
Highest Risk	13
Inconsistent*	10
Inconsistent†	20

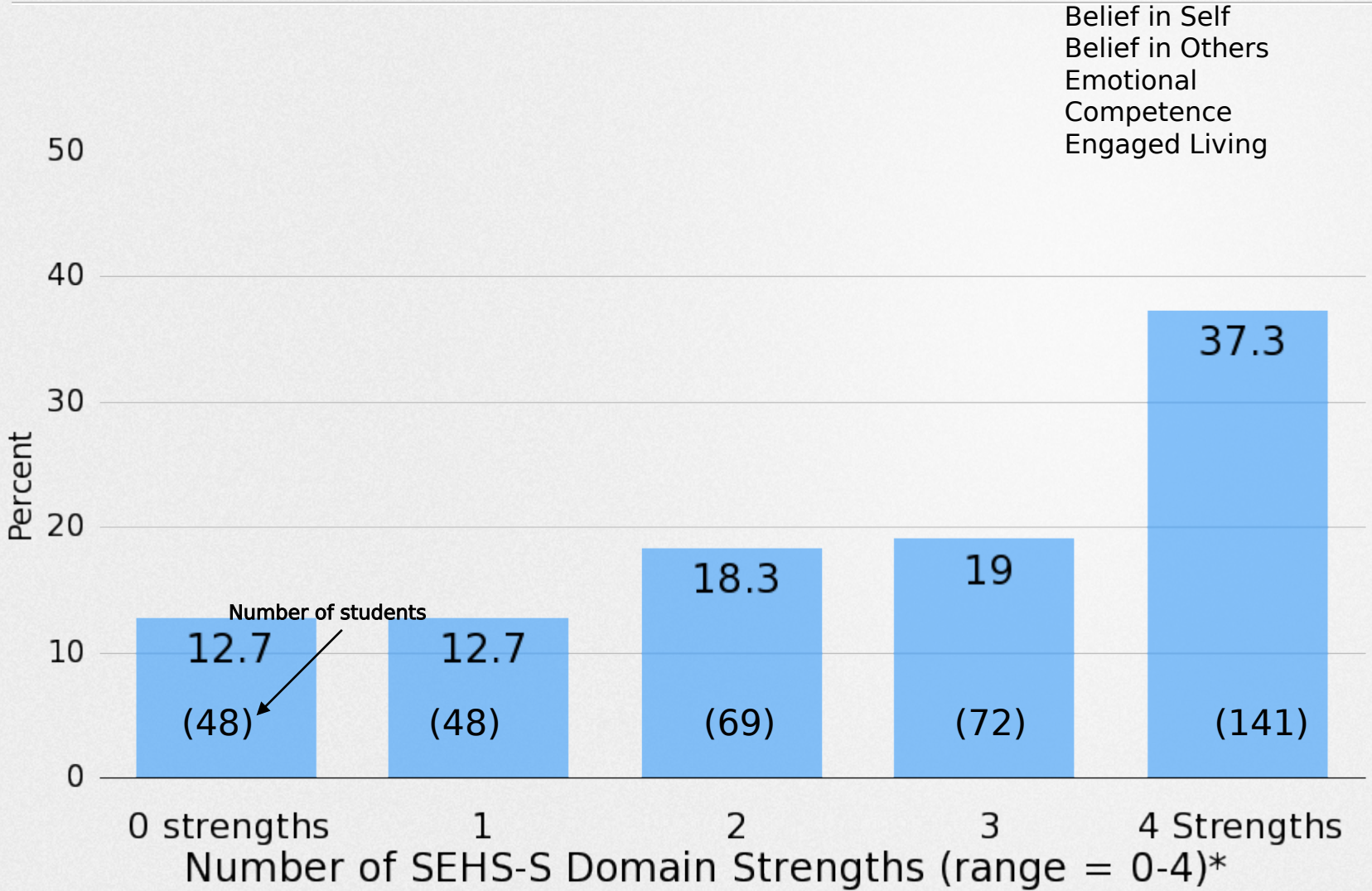
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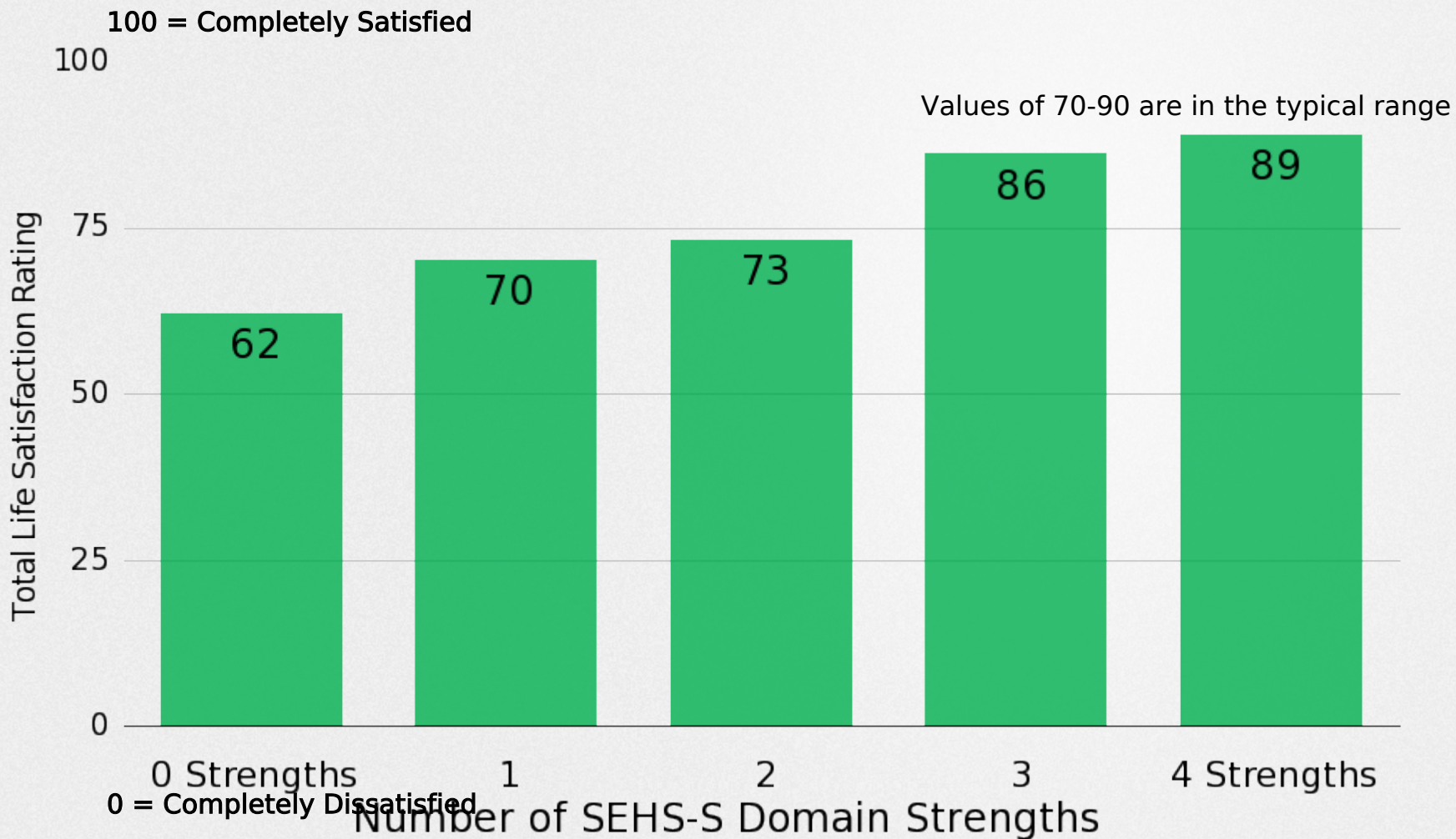
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East Bay Innovation Academy **Counting** Student **Domain** Strengths



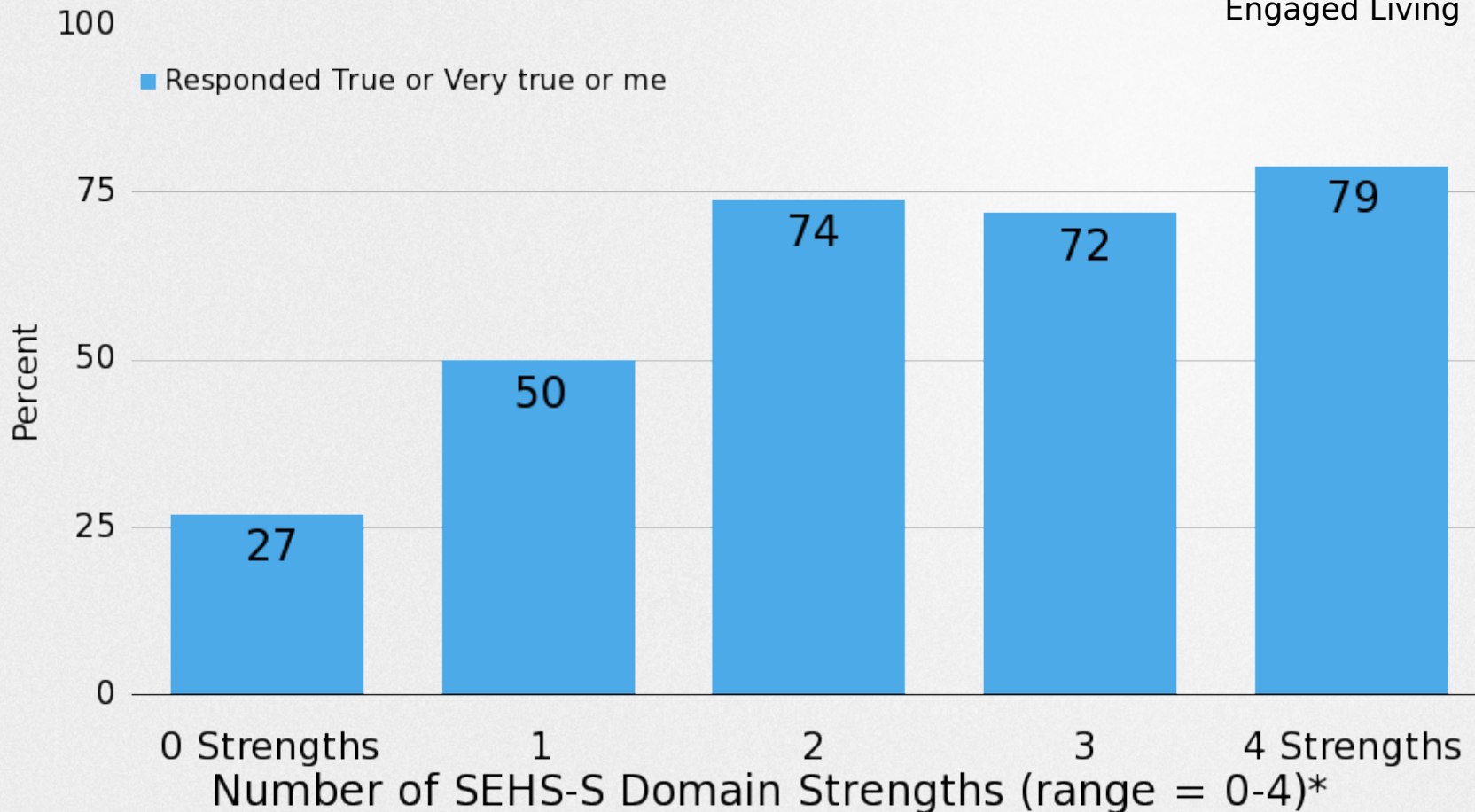
I would describe my LIFE Overall as:

0 = completely ... 100 completely satisfied



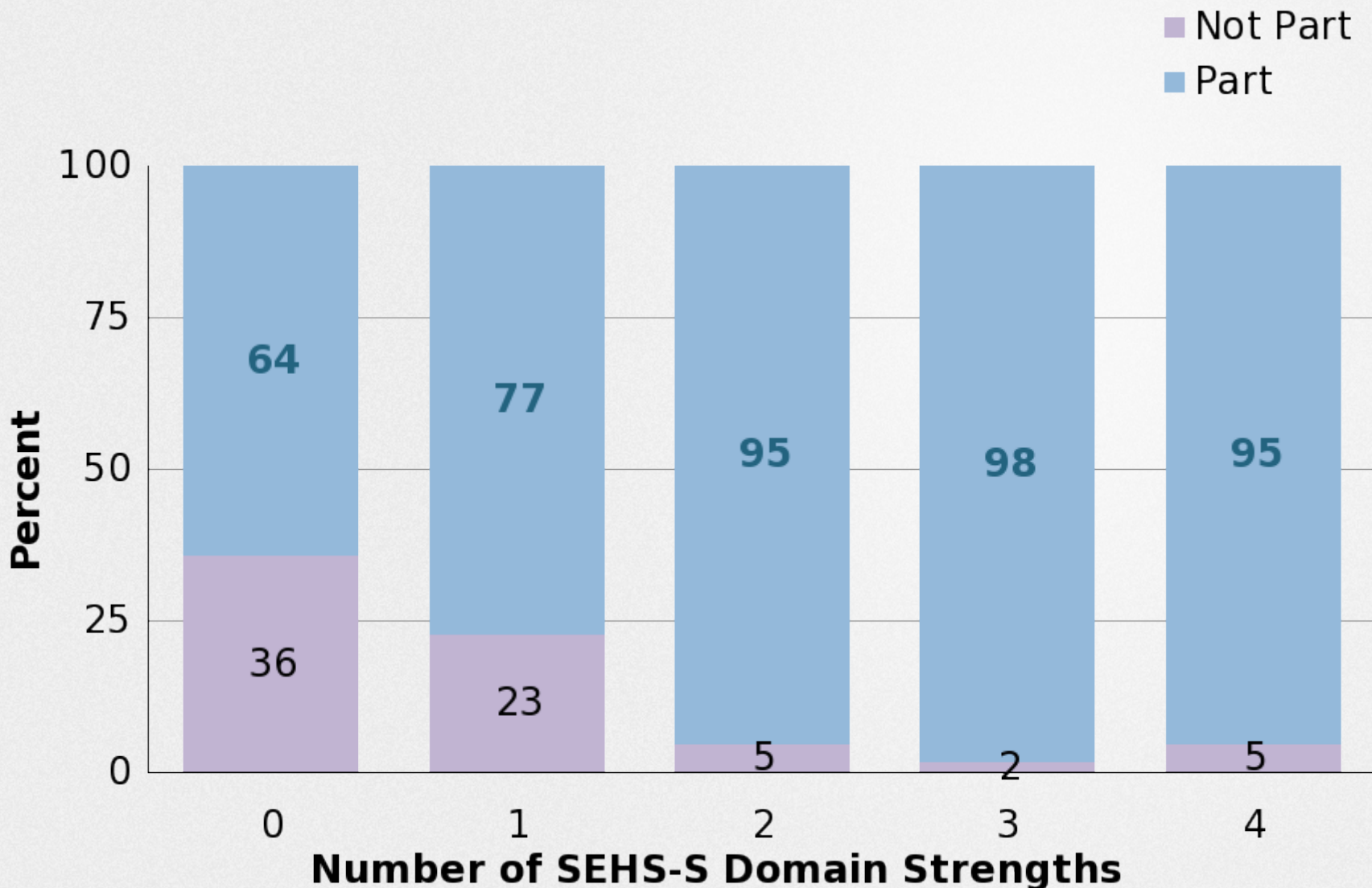
“I am happy to be at this school”

* SEHS Domains
Belief in Self
Belief in Others
Emotional Competence
Engaged Living



Belong at School

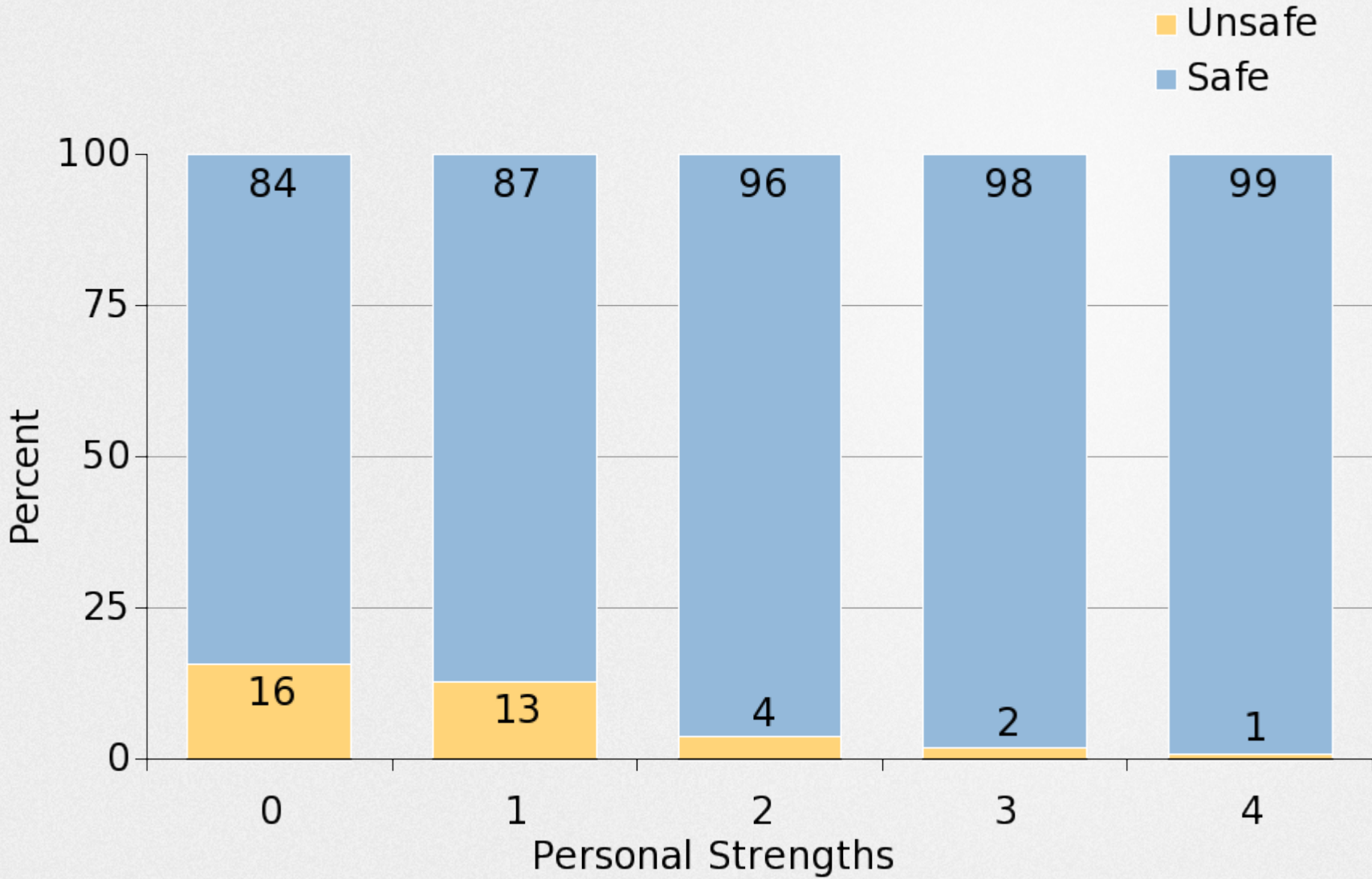
“I feel like I am a part of this school.”





Feel safe at school

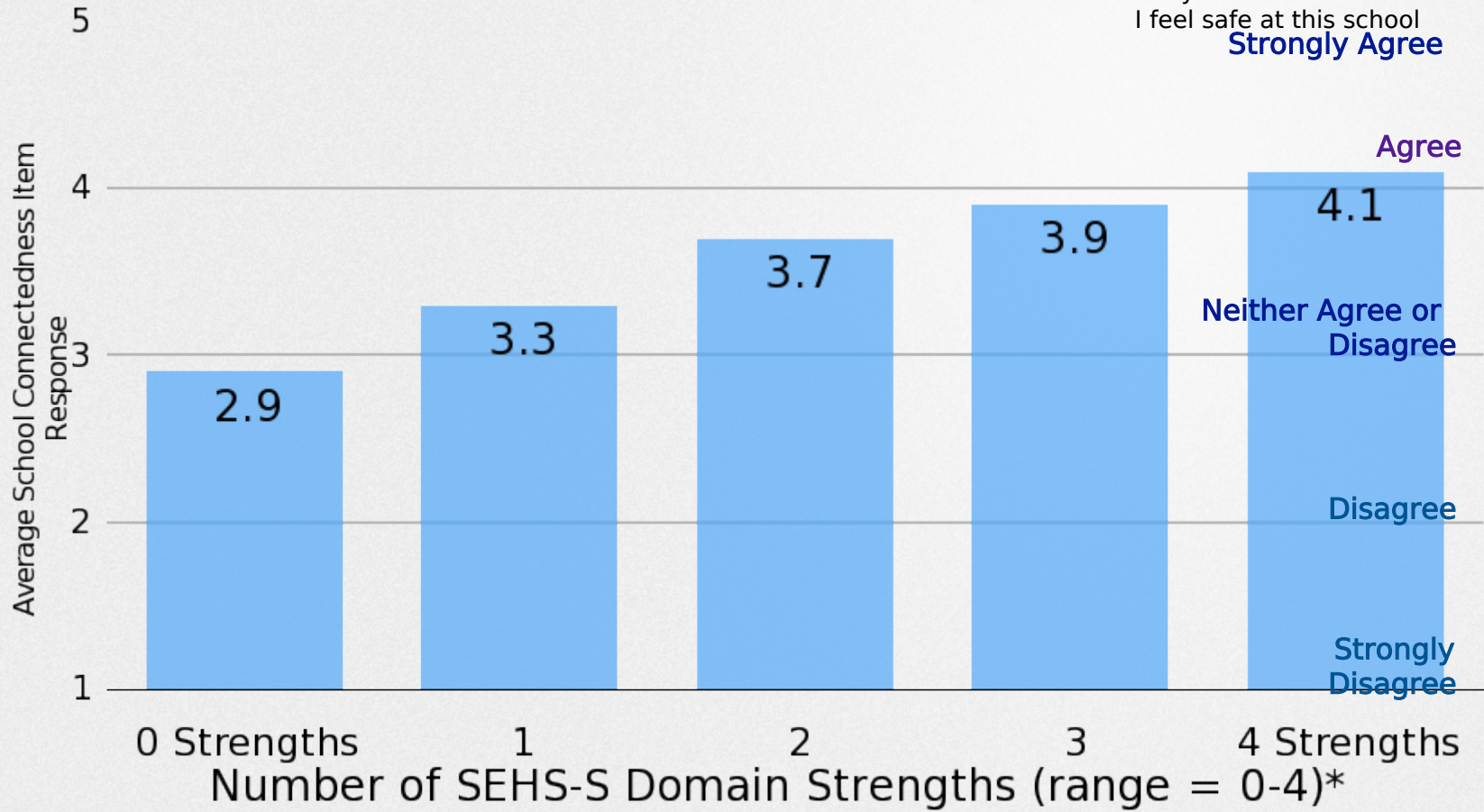
"I feel safe in my school"



Students overall level of school connections

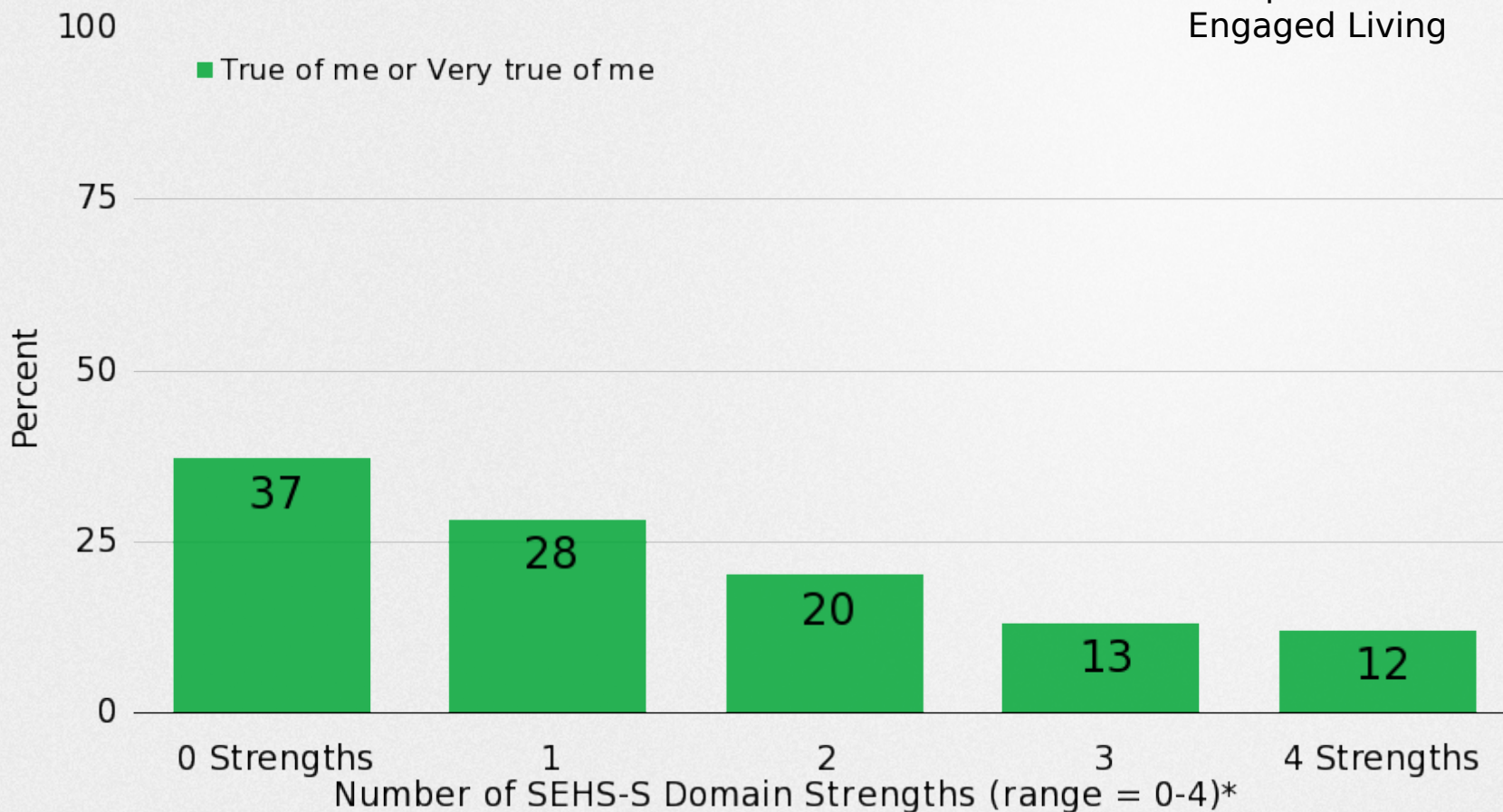
School Connectedness Items

- I feel close to people at this school
- I am happy to be at this school
- I feel like I am a part of this school
- The teachers at this school treat students fairly
- I feel safe at this school



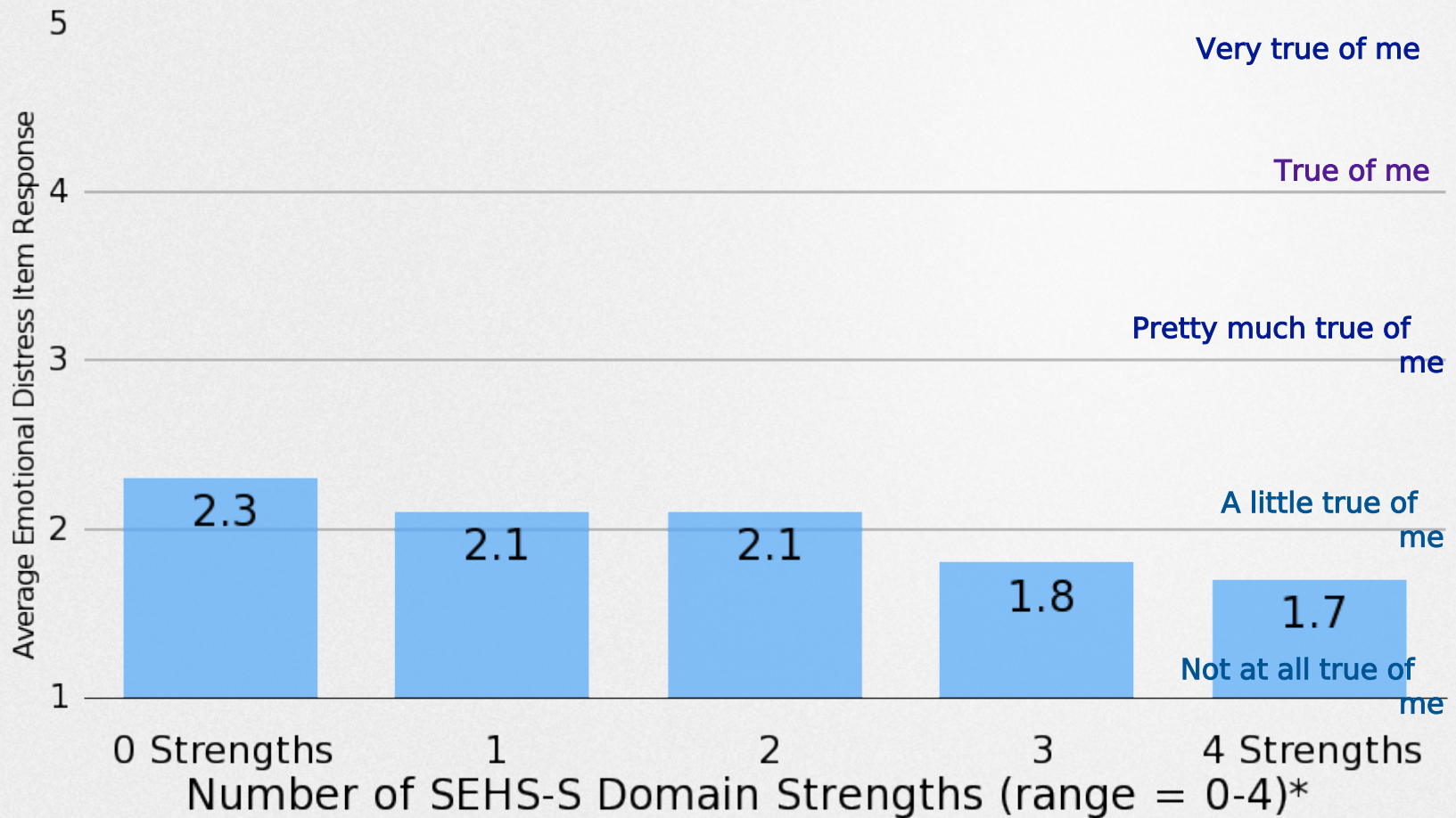
I felt unimportant in the past month...

* SEHS Domains
Belief in Self
Belief in Others
Emotional
Competence
Engaged Living

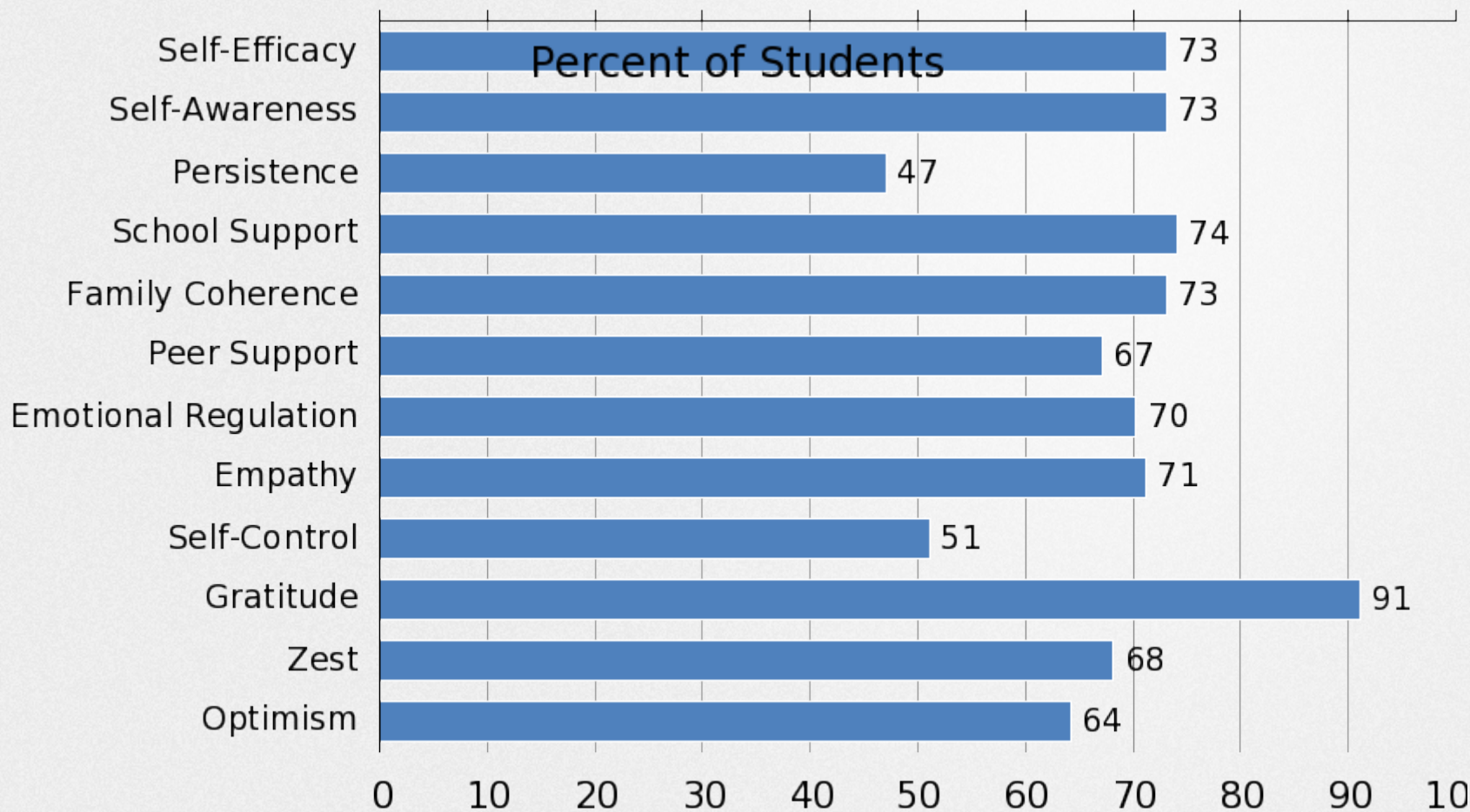


Past Month Emotional Distress

Average item response



Percent of students with strengths for each of the SEHS-S subscales




E. Fact Sheets

Empathy in the Classroom

Empathy is the ability to share someone else's feelings or motivations and to understand their perspective. Affective empathy is the ability to emotionally relate to someone else's feelings. Cognitive empathy is the ability to imagine what someone else is thinking and feeling.

5%
20%
75%



Why is empathy important?

Studies have shown that kids who have empathy:


- Do better in school.
- Are more cooperative with others.
- Make morally sound decisions.
- Are more resilient.
- Are more altruistic.

Teachers who have empathy:

- Are less likely to burn out.
- Have students with better academic outcomes.
- Are more likely to respond to bullying behavior.
- Have students who display more prosocial behaviors.

Resources

- <http://www.tolerance.org/lesson/developing-empathy>
- <http://www.empathyed.org/>
- http://www.solution-tree.com/media/pdf/study_guides/Teaching_Empathy_Study_Guide_1_.pdf
- http://www.pblearning.com/uploads/4/7/9/6/479641/kagan_strats.pdf
- <http://www.cnvc.org/Training/feelings-inventory>



www.michael.furlong.info/research/coVitality.html

Self-Control in the Classroom

Self-control is the capability to control one's behaviors or thoughts, particularly in difficult situations, in order to obtain a reward or avoid punishment.

4%
41%
55%



Students with high self-control perform better in school.

Studies show that students with high self-control report:

- Higher grades
- Fewer office discipline referrals and suspensions
- Better relationships with family and

Self-Control is linked to long-term positive effects.

Children with high self-control are more likely to grow up to:

- Have lower levels of alcohol abuse and eating disorders
- Have a higher-paying job
- Have more money saved

Resources

NASP: Teaching Young Children Self-Control Skills, Information for Parents and Educators

- <http://www.nasponline.org/resources/handouts/RevisedPDFSelfControl.pdf>

What is Social and Emotional Learning?

- <http://www.casel.org/social-and-emotional-learning/>

Teaching Big Kids Self-Control

- <http://www.greatschools.org/parenting/behavior-discipline/2444-teaching-self-control-middle-school-and-high-school-gs>



www.michael.furlong.info/research/coVitality.html

Coversheet

December 2016 YTD Financial Update

Section: V. Finance
Item: A. December 2016 YTD Financial Update
Purpose: FYI
Submitted by:
Related Material: EBIA-Dec-16-17 Financials-2017.01.13-mc CF FINAL.pdf
EBIA-Dec-16-17 Financials-2017.01.13-mc YTD FINAL.pdf
EBIA-January Financial Presentation-2017.01.13-mc FINAL.pdf

East Bay Innovation Academy

Monthly Cash Forecast

As of December close

	2016/17												Forecast	AP/AR
	Actual & Projected													
	Jul Actual	Aug Actual	Sep Actual	Oct Actual	Nov Actual	Dec Actual	Jan Projected	Feb Projected	Mar Projected	Apr Projected	May Projected	Jun Projected		
Beginning Cash	391,575	673,184	454,893	556,763	519,983	406,348	288,331	420,012	385,935	361,435	380,944	450,258		
Revenue														
LCFF Entitlement	-	-	532,265	281,308	158,118	267,470	183,167	212,794	342,800	307,078	279,685	279,685	3,144,241	299,871
Federal Income	-	-	1,989	4,648	-	0	14,447	2,277	2,277	6,373	85,669	2,277	182,004	62,047
Other State Income	7,953	-	22,409	21,110	14,316	19,163	56,663	94,134	21,741	23,307	47,280	21,741	428,072	78,256
Local Revenues	108,994	143,594	(107,630)	(130,582)	131,611	(128,848)	3,325	2,326	2,326	2,326	2,326	2,326	32,095	-
Fundraising and Grants	200,000	-	2,778	78,428	43,044	82,744	213,546	17,101	3,307	44,689	10,204	10,204	712,940	6,897
Total Revenue	316,947	143,594	451,811	254,911	347,089	240,529	471,147	328,632	372,451	383,773	425,164	316,234	4,499,353	447,071
Expenses														
Compensation & Benefits	83,969	233,317	258,279	281,435	267,860	250,911	304,522	274,114	265,746	270,535	270,535	263,894	3,025,119	-
Books & Supplies	56,771	18,704	38,248	(514)	22,715	11,803	16,049	14,116	14,116	14,116	14,116	14,116	234,356	-
Services & Other Operating Expenses	42,738	102,635	65,445	110,278	162,615	78,927	105,237	90,002	132,612	86,802	86,722	129,332	1,211,696	18,350
Capital Outlay	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenses	183,478	354,657	361,972	391,199	453,190	341,641	425,808	378,232	412,474	371,453	371,373	407,342	4,471,171	18,350
Operating Cash Inflow (Outflow)	133,469	(211,063)	89,839	(136,288)	(106,101)	(101,112)	45,339	(49,600)	(40,023)	12,320	53,790	(91,109)	28,182	428,720
Revenues - Prior Year Accruals	351,390	-	5,866	111,938	-	2,629	79,152	-	-	-	-	-	-	-
Expenses - Prior Year Accruals	-	(1,875)	(2,423)	(18,474)	-	-	-	-	-	-	-	-	(23,358)	-
Accounts Receivable - Current Year	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Accounts Payable - Current Year	(30,497)	(4,623)	(2,829)	20,964	(11,079)	(23,201)	-	-	-	-	-	-	-	-
Summerholdback for Teachers	(19,114)	(730)	11,417	11,895	11,878	12,000	15,523	15,523	15,523	15,523	15,523	15,523	-	-
Loans Payable (Current)	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Loans Payable (Long Term)	-	-	-	(8,333)	(8,333)	(8,333)	(8,333)	-	-	(8,333)	-	-	-	-
Capital Leases Payable	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Long Term Debt	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Capital Expenditure & Depreciation	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Balance Sheet Changes	(153,639)	-	-	(18,481)	-	-	-	-	-	-	-	-	-	-
Ending Cash	673,184	454,893	556,763	519,983	406,348	288,331	420,012	385,935	361,435	380,944	450,258	351,314		

East Bay Innovation Academy

Budget vs. Actuals
As of December close

	Actual			Budget vs. Actual			Budget			Forecast Remaining	% of Forecast Spent	
	Oct	Nov	Dec	Actual YTD	Budget YTD	Variance (YTD less Budget)	Approved Budget	Previous Month's Forecast	Current Forecast			Variance (Previous vs. Current Forecast)
SUMMARY												
Revenue												
LCFF Entitlement	281,308	158,118	267,470	1,239,161	1,239,161	0	3,329,153	3,135,500	3,144,241	8,741	1,905,080	39%
Federal Revenue	4,648	-	0	6,637	11,914	(5,277)	304,213	204,211	182,004	(22,207)	175,367	4%
Other State Revenues	21,110	14,316	19,163	84,950	67,794	17,156	385,027	371,321	428,072	56,751	343,122	20%
Local Revenues	(130,582)	131,611	(128,848)	17,139	6,400	10,739	38,318	32,116	32,095	(21)	14,957	53%
Fundraising and Grants	78,428	43,044	82,744	406,994	586,934	(179,940)	503,500	714,260	712,940	(1,320)	305,946	57%
Total Revenue	254,911	347,089	240,529	1,754,881	1,912,203	(157,322)	4,560,212	4,457,408	4,499,353	41,944	2,744,472	39%
Expenses												
Compensation and Benefits	281,435	267,860	250,911	1,375,772	1,379,307	3,535	2,952,284	3,019,420	3,025,119	(5,699)	1,649,347	45%
Books and Supplies	(514)	22,715	11,803	147,727	216,868	69,141	288,783	238,771	234,356	4,415	86,630	63%
Services and Other Operating Expenditures	110,278	162,615	78,927	562,639	616,873	54,234	1,312,232	1,184,566	1,211,696	(27,130)	649,057	46%
Depreciation	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenses	391,199	453,190	341,641	2,086,137	2,213,047	126,910	4,553,299	4,442,757	4,471,171	(28,414)	2,385,034	47%
Operating Income	(136,288)	(106,101)	(101,112)	(331,256)	(300,845)	(30,412)	6,913	14,652	28,181	13,530	359,438	
Fund Balance												
Beginning Balance (Unaudited)	489,821	353,533	247,432	477,576	477,576		417,368	477,576	477,576			
Audit Adjustment				(36,940)	(36,940)		-	(36,940)	(36,940)			
Beginning Balance (Audited)				440,636	440,636		417,368	440,636	440,636			
Operating Income	(136,288)	(106,101)	(101,112)	(331,256)	(300,845)		6,913	14,652	28,181			
Ending Fund Balance	353,533	247,432	146,320	109,380	139,792		424,281	455,288	468,818			
Capital Outlay	-	-	-	-	-		-	-	-			

East Bay Innovation Academy

Budget vs. Actuals
As of December close

Detail	Actual			Budget vs. Actual			Budget			% of Forecast Spent	
	Oct	Nov	Dec	Actual YTD	Budget YTD	Variance (YTD less Budget)	Approved Budget	Previous Month's Forecast	Current Forecast		Variance (Previous vs. Current Forecast)
Enrollment Breakdown	M3	M4	M5								
6		117	115				115	117	117	-	
7		118	118				115	118	118	-	
8		128	125				120	129	125	(4)	
9		57	59				100	58	58	-	
Enrollment Summary							-	-	-	-	
4-6		117	115	-			115	117	117	-	
7-8		246	243	-			235	247	243	(4)	
9-12		57	59	-			100	58	58	-	
Total Enrolled		420	417	-			450	422	418	(4)	
ADA %											
4-6		97.2%	96.8%				95%	96%	97%		
7-8		95.8%	96.7%				95%	96%	97%		
9-12		94.8%	92.8%				90%	90%	94%		
Average		96.0%	96.2%				94%	95%	97%		
ADA											
4-6		113.7	111.9				109.3	112.3	113.5		
7-8		235.7	236.2				223.3	237.1	235.7		
9-12		54.1	54.1				90.0	52.2	54.5		
Total ADA		403.4	402.3				422.5	401.6	403.7		
Demographic Information											
Prior Year											
ADA (P-2)							332	332	332		
CALPADS Enrollment (for unduplicated % calc)							342	344	344		
# Unduplicated Count (CALPADS)							57	57	57		
# Free & Reduced Lunch (FRL) (CALPADS)							48	48	48		
# ELL (CALPADS)							17	17	17		
Current Year							-	-	-		
CALPADS Enrollment (for unduplicated % calc)							450	422	420		
# Unduplicated Count (CALPADS)							68	97	80		
# Free & Reduced Lunch (FRL) (CALPADS)							63	59	59		
# ELL (CALPADS)							22	21	21		
New Students							108	78	74		

East Bay Innovation Academy

Budget vs. Actuals
As of December close

	Actual			Budget vs. Actual			Budget					% of Forecast Spent	
	Oct	Nov	Dec	Actual YTD	Budget YTD	Variance (YTD less Budget)	Approved Budget	Previous Month's Forecast	Current Forecast	Variance (Previous vs. Current Forecast)	Forecast Remaining		
REVENUE													
LCFF Entitlement													
8011	Charter Schools LCFF - State Aid	158,118	158,118	158,118	883,599	883,601	(2)	2,381,258	2,227,496	2,231,535	4,039	1,347,936	40%
8012	Education Protection Account Entitlement	16,583	-	-	16,583	16,583	1	84,500	80,328	80,744	416	64,161	21%
8019	State Aid - Prior Years	-	-	-	-	-	-	-	-	-	-	-	-
8096	Charter Schools in Lieu of Property Taxes	106,607	-	109,352	338,979	338,977	2	863,396	827,676	831,962	4,286	492,983	41%
SUBTOTAL - LCFF Entitlement		281,308	158,118	267,470	1,239,161	1,239,161	0	3,329,153	3,135,500	3,144,241	8,741	1,905,080	39%
8100 Federal Revenue													
8181	Special Education - Entitlement	-	-	-	-	-	-	42,750	43,000	43,000	-	43,000	0%
8182	Special Education Reimbursement	-	-	-	-	-	-	227,471	120,550	98,342	(22,208)	98,342	0%
8220	Child Nutrition Programs	-	-	-	1,989	9,108	(7,120)	22,771	22,771	22,771	-	20,783	9%
8291	Title I	3,143	-	-	3,143	2,589	554	10,356	15,521	15,521	-	12,378	20%
8292	Title II	-	-	-	-	216	(216)	864	864	864	-	864	0%
8297	PY Federal - Not Accrued	1,505	-	0	1,505	-	1,505	-	1,505	1,505	0	-	100%
SUBTOTAL - Federal Income		4,648	-	0	6,637	11,914	(5,277)	304,213	204,211	182,004	(22,207)	175,367	4%
8300 Other State Revenues													
8381	Special Education - Entitlement (State)	21,003	14,316	14,316	79,857	58,870	20,987	202,694	198,611	209,758	11,147	129,901	38%
8382	Special Education Reimbursement (State)	-	-	-	-	-	-	21,600	21,600	55,440	33,840	55,440	0%
8520	Child Nutrition - State	-	-	50	190	364	(174)	911	911	911	-	721	21%
8550	Mandated Cost Reimbursements	-	-	4,713	4,713	4,643	70	4,643	4,643	4,713	70	-	100%
8560	State Lottery Revenue	-	-	-	-	-	-	68,445	75,910	76,303	393	76,303	0%
8590	All Other State Revenue	107	-	84	190	-	190	76,943	69,647	71,156	1,510	70,966	0%
8599	Selpa Admin Offset	-	-	-	-	3,916	(3,916)	9,791	-	9,791	9,791	9,791	0%
SUBTOTAL - Other State Income		21,110	14,316	19,163	84,950	67,794	17,156	385,027	371,321	428,072	56,751	343,122	20%
8600 Other Local Revenue													
8634	Food Service Sales	1,358	266	1,167	2,791	6,400	(3,609)	16,000	16,000	16,000	-	13,209	17%
8638	Merchandise Sales	70	-	-	342	-	342	-	342	342	-	-	100%
8660	Interest	0	0	0	1	0	0	1	1	1	-	0	82%
8690	Other Local Revenue	2,765	-	1,330	4,145	-	4,145	2,318	4,173	4,153	(21)	7,40	100%
8701	Oakland Measure N	9,860	-	-	9,860	-	9,860	20,000	11,600	11,600	-	1,740	85%
8999	Uncategorized Revenue	(144,635)	131,345	(131,345)	(0)	-	(0)	-	-	-	-	0	-
SUBTOTAL - Local Revenues		(130,582)	131,611	(128,848)	17,139	6,400	10,739	38,318	32,116	32,095	(21)	14,957	53%
8800 Donations/Fundraising													
8801	Donations - Parents	23,899	38,360	5,569	68,866	49,434	19,432	148,500	139,260	137,940	(1,320)	69,074	50%
8802	Donations - Private	4,529	1,024	75,676	282,968	500,000	(217,032)	280,000	500,000	500,000	-	217,032	57%
8803	Fundraising	50,000	3,660	1,500	55,160	37,500	17,660	75,000	75,000	75,000	-	19,840	74%
SUBTOTAL - Fundraising and Grants		78,428	43,044	82,744	406,994	586,934	(179,940)	503,500	714,260	712,940	(1,320)	305,946	57%
TOTAL REVENUE		254,911	347,089	240,529	1,754,881	1,912,203	(157,322)	4,560,212	4,457,408	4,499,353	41,944	2,744,472	39%

East Bay Innovation Academy

Budget vs. Actuals
As of December close

	Actual			Budget vs. Actual			Budget					% of Forecast Spent	
	Oct	Nov	Dec	Actual YTD	Budget YTD	Variance (YTD less Budget)	Approved Budget	Previous Month's Forecast	Current Forecast	Variance (Previous vs. Current Forecast)	Forecast Remaining		
EXPENSES													
Compensation & Benefits													
1000	Certificated Salaries			-	-	-							
1100	Teachers Salaries	126,760	125,359	119,054	613,801	602,266	(11,535)	1,290,755	1,349,290	1,349,290	-	735,489	45%
1103	Teacher - Substitute Pay	5,338	5,274	5,820	17,002	10,658	(6,345)	21,315	21,315	35,525	(14,210)	18,523	48%
1111	Teacher - Bonus	-	-	-	-	-	-	41,854	31,854	31,854	-	31,854	0%
1148	Teacher - Special Ed	18,649	18,664	18,649	90,708	80,900	(9,807)	173,112	193,120	193,120	-	102,412	47%
1150	Teacher - Summer School	-	-	-	11,340	12,000	660	12,000	12,000	12,000	-	660	95%
1300	Certificated Supervisor & Administrator Salaries	11,158	11,158	11,158	66,950	65,975	(975)	131,950	133,900	133,900	-	66,950	50%
1311	Cert Admin - DESEL, Curr. Instr.	23,833	23,833	23,833	138,750	138,909	159	286,000	276,250	268,750	7,500	130,000	52%
1322	Cert Admin - Bonus	-	-	-	-	-	-	25,131	20,131	20,131	-	20,131	0%
SUBTOTAL - Certificated Employees		185,739	184,289	178,515	938,551	910,708	(27,843)	1,982,117	2,037,860	2,044,570	(6,710)	1,106,019	46%
2000 Classified Salaries													
2100	Classified Instructional Aide Salaries	-	2,033	(2,033)	-	-	-	-	-	-	-	-	-
2104	Classified - SPED	9,626	8,477	11,526	44,232	50,494	6,262	115,910	144,600	144,600	-	100,368	31%
2105	Classified - Enrichment	6,888	4,775	4,400	28,352	19,127	(9,225)	42,504	46,200	46,200	-	17,848	61%
2300	Classified Supervisor & Administrator Salaries	6,083	6,083	6,083	36,500	36,500	(0)	73,000	73,000	73,000	-	36,500	50%
2311	Classified Admin - Bonus	-	-	-	-	-	-	4,974	4,974	4,974	-	4,974	0%
2400	Classified Clerical & Office Salaries	4,780	4,276	4,628	28,949	34,546	5,597	73,797	60,762	60,762	-	31,813	48%
2401	Classified Clerical & Office Salaries - Bonus	-	-	-	-	-	-	4,000	4,000	4,000	-	4,000	0%
2402	Classified Clerical & Office Salaries - Community En	5,667	5,667	5,667	35,110	32,500	(2,610)	65,000	68,000	68,000	-	32,890	52%
2905	Other Classified - After School	3,475	2,936	2,731	9,142	15,120	5,978	33,600	18,060	18,060	-	8,918	51%
2928	Other Classified - Food	1,680	1,580	1,440	6,420	12,807	6,387	28,460	19,325	19,325	-	12,905	33%
SUBTOTAL - Classified Employees		38,198	35,828	34,441	188,704	201,095	12,390	441,244	438,920	438,920	-	250,216	43%
3000 Employee Benefits													
3100	STRS	20,340	20,206	19,603	103,790	118,171	14,380	258,534	258,879	259,723	(844)	155,933	40%
3300	OASDI-Medicare-Alternative	6,878	6,694	6,446	34,178	24,114	(10,064)	58,334	62,236	62,334	(97)	28,156	55%
3400	Health & Welfare Benefits	27,057	15,335	11,771	90,670	94,171	3,502	161,437	171,242	171,242	-	80,572	53%
3500	Unemployment Insurance	606	277	136	6,798	12,384	5,586	24,652	23,781	21,757	2,024	14,959	31%
3600	Workers Comp Insurance	2,616	5,232	-	13,080	18,664	5,584	25,968	26,502	26,573	(72)	13,493	49%
SUBTOTAL - Employee Benefits		57,498	47,743	37,955	248,516	267,504	18,988	528,924	542,639	541,629	1,011	293,112	46%

East Bay Innovation Academy

Budget vs. Actuals
As of December close

	Actual			Budget vs. Actual			Budget					% of Forecast Spent
	Oct	Nov	Dec	Actual YTD	Budget YTD	Variance (YTD less Budget)	Approved Budget	Previous Month's Forecast	Current Forecast	Variance (Previous vs. Current Forecast)	Forecast Remaining	
4000 Books & Supplies	-	-	-									
4100 Approved Textbooks & Core Curricula Materials	-	-	-	10,164	10,530	366	12,150	11,394	11,286	108	1,122	90%
4200 Books & Other Reference Materials	-	147	-	1,484	2,053	568	2,053	2,053	2,053	-	568	72%
4300 Materials & Supplies	293	1,881	159	8,747	13,905	5,158	13,905	13,040	12,916	124	4,170	68%
4320 Educational Software	5,043	19,605	35	47,163	56,160	8,997	64,800	60,768	60,192	576	13,029	78%
4330 Office Supplies	870	(461)	1,188	7,121	11,049	3,927	22,097	17,758	17,562	196	10,441	41%
4352 Quest (After School)	-	675	-	1,153	2,500	1,347	5,000	5,000	5,000	-	3,847	23%
4400 Noncapitalized Equipment	-	324	-	3,367	7,561	4,194	15,122	15,122	15,122	-	11,755	22%
4410 Classroom Furniture, Equipment & Supplies	-	-	-	10,424	9,360	(1,064)	10,800	10,424	10,424	-	-	100%
4420 Computers (individual items less than \$5k)	(13,582)	-	-	23,457	81,048	57,591	92,100	44,460	36,049	8,411	12,592	65%
4423 Staff Computers	-	-	4,585	13,318	4,351	(8,967)	4,944	8,733	13,733	(5,000)	415.16	97%
4430 Non Classroom Related Furniture, Equipment & Supplies	-	-	-	4,477	135	(4,342)	270	4,477	4,477	-	-	100%
4710 Student Food Services	6,862	543	5,836	16,852	18,217	1,365	45,542	45,542	45,542	-	28,690	37%
SUBTOTAL - Books and Supplies	(514)	22,715	11,803	147,727	216,868	69,141	288,783	238,771	234,356	4,415	86,630	63%

East Bay Innovation Academy

Budget vs. Actuals
As of December close

	Actual			Budget vs. Actual				Budget				% of Forecast Spent
	Oct	Nov	Dec	Actual YTD	Budget YTD	Variance (YTD less Budget)	Approved Budget	Previous Month's Forecast	Current Forecast	Variance (Previous vs. Current Forecast)	Forecast Remaining	
5000 Services & Other Operating Expenses												
5220 Travel and Lodging	47	-	-	404	720	316	1,800	1,800	1,800	-	1,396	22%
5300 Dues & Memberships	185	2,443	194	3,984	3,020	(964)	7,551	7,551	7,551	-	3,567	53%
5450 Insurance - Other	2,283	4,566	-	26,182	21,226	(4,956)	29,531	35,248	34,985	263	8,803	75%
5515 Janitorial, Gardening Services & Supplies	-	9,600	6,123	33,586	38,966	5,380	97,416	97,416	97,416	-	63,829	34%
5535 Utilities - All Utilities	2,467	7,423	2,905	25,645	39,375	13,730	78,750	73,850	73,150	700	47,505	35%
5611 Prop 39 Related Costs	37,237	-	-	37,237	111,252	74,015	222,504	137,197	137,197	-	99,960	27%
5615 Repairs and Maintenance - Building	-	-	456	951	1,657	706	4,142	4,142	4,142	-	3,191	23%
5616 Repairs and Maintenance - Computers	720	1,716	120	7,159	-	(7,159)	16,263	16,263	16,263	-	9,104	44%
5800 Other Services & Operating Expenses	-	-	-	-	-	-	-	-	-	-	-	-
5803 Accounting Fees	757	(337)	-	387	-	(387)	8,240	8,240	8,240	-	7,853	5%
5809 Banking Fees	82	41	53	318	309	(9)	618	618	618	-	300	51%
5810 Intersession	8,200	25,697	1,000	34,943	67,500	32,557	135,000	126,600	125,400	1,200	90,457	28%
5812 Business Services	10,833	10,833	-	55,335	68,250	12,915	136,500	130,000	130,000	-	74,665	43%
5815 Consultants - Instructional	2,987	-	1,681	5,257	10,622	5,365	10,622	9,622	9,622	-	4,365	55%
5820 Consultants - Non Instructional - Custom 1	-	-	-	-	-	-	-	-	-	-	-	-
5824 District Oversight Fees	-	-	-	-	16,646	16,646	33,292	31,355	31,442	(87)	31,442	0%
5836 Fingerprinting	121	-	-	937	2,144	1,207	2,474	2,396	2,396	-	1,459	39%
5839 Fundraising Expenses	297	1,773	-	4,506	4,554	49	11,386	11,386	11,386	-	6,880	40%
5843 Interest - Loans Less than 1 Year	246	35	34	315	-	(315)	8,309	480	480	-	165	66%
5845 Legal Fees	5,781	8,172	10,280	40,327	22,000	(18,327)	55,000	55,000	55,000	-	14,673	73%
5851 Marketing and Student Recruiting	-	412	-	412	445	33	1,112	803	762	41	350	54%
5857 Payroll Fees	322	333	333	1,973	1,545	(428)	3,090	3,600	3,600	-	1,627	55%
5860 Printing and Reproduction	-	-	-	-	74	74	185	185	185	-	185	0%
5861 Prior Yr Exp (not accrued)	-	-	-	9,261	-	(9,261)	-	9,261	9,261	-	-	100%
5863 Professional Development	1,000	1,117	59	15,645	12,702	(2,943)	25,405	25,405	25,405	-	9,760	62%
5866 SPED MH Day/NPS Services	18,175	27,370	17,080	102,777	126,373	23,595	252,745	224,378	224,378	-	121,601	46%
5869 Special Education Contract Instructors	5,000	16,167	9,999	39,162	40,000	838	100,000	100,000	100,000	-	60,838	39%
5872 Special Education Encroachment	-	-	-	-	-	-	9,791	9,664	10,110	(446)	10,110	0%
5875 Staff Recruiting	-	686	116	2,252	1,726	(526)	4,316	4,316	4,316	-	2,063	52%
5878 Student Assessment	-	-	20	20	-	(20)	-	-	20	(20)	-	100%
5881 Student Information System	-	25,000	-	25,000	6,103	(18,897)	12,206	6,103	25,103	(19,000)	103	100%
5884 Substitutes	2,918	5,995	2,557	12,943	2,593	(10,350)	6,483	13,186	12,966	220	23	100%
5887 Technology Services	111	9,755	-	21,401	5,920	(15,481)	14,800	14,800	24,800	(10,000)	3,398.95	86%
5899 Miscellaneous Operating Expenses	10,004	2,722	25,320	47,045	-	(47,045)	-	1,000	1,000	-	(46,045)	4704%
5900 Communications	508	1,096	598	6,708	10,291	3,582	20,581	20,581	20,581	-	13,873	33%
5905 Communications - Cell Phones	-	-	-	-	60	60	120	120	120	-	120	0%
5915 Postage and Delivery	-	-	-	566	800	234	2,000	2,000	2,000	-	1,434	28%
SUBTOTAL - Services & Other Operating Exp.	110,278	162,615	78,927	562,639	616,873	54,234	1,312,232	1,184,566	1,211,696	(27,130)	649,057	46%

East Bay Innovation Academy

Budget vs. Actuals
As of December close

		Actual			Budget vs. Actual			Budget					
		Oct	Nov	Dec	Actual YTD	Budget YTD	Variance (YTD less Budget)	Approved Budget	Previous Month's Forecast	Current Forecast	Variance (Previous vs. Current Forecast)	Forecast Remaining	% of Forecast Spent
6000	Capital Outlay												
6100	Sites & Improvement of Sites	-	-	-	-	-	-	-	-	-	-	-	-
6200	Buildings & Improvement of Buildings	-	-	-	-	-	-	-	-	-	-	-	-
6300	School Libraries	-	-	-	-	-	-	-	-	-	-	-	-
6400	Equipment	-	-	-	-	-	-	-	-	-	-	-	-
6410	Computers (capitalizable items)	-	-	-	-	-	-	-	-	-	-	-	-
6420	Furniture (capitalizable items)	-	-	-	-	-	-	-	-	-	-	-	-
6430	Other Equipment (capitalizable items)	-	-	-	-	-	-	-	-	-	-	-	-
6500	Equipment Replacement	-	-	-	-	-	-	-	-	-	-	-	-
	SUBTOTAL - Capital Outlay	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENSES		391,199	453,190	341,641	2,086,137	2,213,047	126,910	4,553,299	4,442,757	4,471,171	(28,414)	2,385,034	47%
6900	Total Depreciation (includes Prior Years)	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENSES including Depreciation		391,199	453,190	341,641	2,086,137	2,213,047	126,910	4,553,299	4,442,757	4,471,171	(28,414)	2,385,034	47%

East Bay Innovation Academy

November/December Financials



January 18, 2017

Michelle Cho

Financial Presentation Agenda



- November and December Financials
- 16-17 Current Forecast
- 17-18 Budget Update
 - State Budget summary
 - Budgeting Plan

1. November and December

Q2 generally on track with current forecast, expenses still outpacing revenues



- LCFF, Other State and local revenues are on track; federal revenues are lagging
 - Checking on child nutrition reimbursements
- Conservative spending in every category

		Oct	Nov	Dec	Actual YTD	Budget YTD	Variance (YTD less Budget)
SUMMARY							
Revenue							
	LCFF Entitlement	281,308	158,118	267,470	1,239,161	1,239,161	0
	Federal Revenue	4,648	-	0	6,637	11,914	(5,277)
	Other State Revenues	21,110	14,316	19,163	84,950	67,794	17,156
	Local Revenues	(130,582)	131,611	(128,848)	17,139	6,400	10,739
	Fundraising and Grants	78,428	43,044	82,744	406,994	586,934	(179,940)
	Total Revenue	254,911	347,089	240,529	1,754,881	1,912,203	(157,322)
Expenses							
	Compensation and Benefits	281,435	267,860	250,911	1,375,772	1,379,307	3,535
	Books and Supplies	(514)	22,715	11,803	147,727	216,868	69,141
	Services and Other Operating Expenditures	110,278	162,615	78,927	562,639	616,873	54,234
	Depreciation	-	-	-	-	-	-
	Total Expenses	391,199	453,190	341,641	2,086,137	2,213,047	126,910
	Operating Income	(136,288)	(106,101)	(101,112)	(331,256)	(300,845)	(30,412)

Balance Sheet as of December 31, 2016

Assets fueled Q1 and Q2 activities and reduced liabilities



		12/31/2016	6/30/2016	YTD Change
Assets				
	Cash Balances	\$ 288,331	\$ 391,575	\$ (103,245)
	Accounts Receivable	\$ 79,152	\$ 550,975	(471,822)
	Prepays and Other Assets	\$ -	\$ 27,880	(27,880)
	Fixed Assets, Net	\$ -	\$ -	-
	Investments	\$ -	\$ -	-
	Due to/from other	\$ -	\$ -	-
	Total Assets	367,483	970,430	(602,947)
Liabilities & Equity				
	Accrued Expenses	\$ 83,100	\$ 129,792	\$ (46,692)
	Due to Grantor Governments/Others	\$ -	\$ -	-
	OPEB Liability	\$ -	\$ -	-
	Deferred Revenue	\$ -	\$ 200,000	(200,000)
	Loans and other payables	\$ 175,003	\$ 200,002	(24,999)
	Beginning Net Assets - Audited	\$ 440,636	\$ 34,377	406,259
	Other Restatements	\$ -	\$ -	-
	Net Income (Loss) to Date	\$ (331,256)	\$ 406,259	(737,515)
	Total Liabilities & Equity	367,483	970,430	(602,947)

2. 16-17 Current Forecast

Attendance Update: ADA stabilizing, supported by strong attendance



- Month 1-4 average ADA: 406.3
 - Enrollment: 420
 - Attendance: 96.7%
- Current Forecast ADA: 403.7
 - Budget: 422.5
 - Previous Forecast: 401.6
- Current Forecast unduplicated pupil percentage: 19%
 - Budget: 15%
 - Previous Forecast: 23%

Net Fiscal Impact: +\$9K

Current forecast continues to improve but some uncertainty remains with Special Education

- Special Education revenue forecast adjusted upward on net, led by Mental Health reimbursement (+\$32K)
- For expenses, technology services increased by \$10K and student information systems increased by \$18K based on actuals
 - Monitoring substitute and legal budgets; high utilization YTD

	Approved Budget	Previous Forecast	Current Forecast	Variance (Previous vs. Current Forecast)
SUMMARY				
Revenue				
LCFF Entitlement	3,329,153	3,135,500	3,144,241	8,741
Federal Revenue	304,213	204,211	182,004	(22,207)
Other State Revenues	385,027	371,321	428,072	56,751
Local Revenues	38,318	32,116	32,095	(21)
Fundraising and Grants	503,500	714,260	712,940	(1,320)
Total Revenue	4,560,212	4,457,408	4,499,353	41,944
Expenses				
Compensation and Benefits	2,952,284	3,019,420	3,025,119	(5,699)
Books and Supplies	288,783	238,771	234,356	4,415
Services and Other Operating Expenditures	1,312,232	1,184,566	1,211,696	(27,130)
Depreciation	-	-	-	-
Total Expenses	4,553,299	4,442,757	4,471,171	(28,414)
Operating Income	6,913	14,652	28,181	13,530

Cash expected to be positive through 16-17



- Ending cash in Dec: \$288K
- SVS grant was instrumental for Q1 and Q2 cash flow; second investment expected soon
- P-1 expected to certify around late January
- Some vendor management recommended

3. 17-18 Budget Update

2017-18 California State Budget

Governor proposes a cautious budget; no additional funding toward LCFF implementation



- **LCFF**
 - No funding toward implementation
 - Cost of Living Adjustment of 1.48% over the 2016-17 targets
 - Increase on average of \$120 per ADA (will vary based on school specific targets)
 - Also applies to other state programs
 - June Deferral: One third of June LCFF payment deferred to July

- **One Time Funds**
 - Approx. \$48 per ADA (down from \$214 per ADA in 16-17)

- **School Facilities**
 - Up to \$500M available after accountability provisions on bond funds are enacted

- Just the first step in iterative process involving Governor and Legislature that will result in final budget being approved in June
 - EdTec will continue to monitor developments and provide updates

2017-18 Budget Development Timeline

Aiming for May budget approval and subsequent submission to District



When	What	Key Inputs / Notes
January	Early work to develop assumptions	<ul style="list-style-type: none"> Enrollment & staffing plan (school leadership) Revenue assumptions (EdTec; Governor's Proposal) Expenditures assumptions based on 16-17 trends, expected growth, and strategic program development
February	Revisions	<ul style="list-style-type: none"> Updated assumptions and projections
March board meeting	Board update & first complete draft	<ul style="list-style-type: none"> Key assumptions to date Presentation of first draft budget, with 3-year horizon to assess sustainability
April	Final revisions	<ul style="list-style-type: none"> Board feedback Shore-up areas of uncertainty
May board meeting	Board approval	<ul style="list-style-type: none"> May State Budget revision, <i>if possible</i> Presentation of final 3-year budget Board approval – subsequent submission to District
June	State Budget is passed	<ul style="list-style-type: none"> Changes incorporated over summer

Coversheet

District - Charter Equity Pledge

Section: IX. Governance
Item: A. District - Charter Equity Pledge
Purpose: Vote
Submitted by:
Related Material: 01-17-EBIA OaklandPublicSchoolsEquityPledgev1.6011017.pdf



Written Equity Pledge | Version 1.6 | January 10, 2017

Overview

The Oakland Public Schools Equity Pledge is a bold collaboration of the Oakland Unified School District (OUSD) and public charter schools to break the cycle of inequity and create excellence in all schools to benefit the students of Oakland, California.

Our commitment to equity and excellence for students is rooted in four principles:

Access	All students will have access to rigorous academic programs and social emotional learning opportunities within our schools.
Affirmation	All students will be valued and their school environments will affirm and reflect their races, cultures, languages and identities.
Acquisition	All students will be able to acquire the skills they need by high school graduation to be college, career and community ready.
Achievement	All students will be able to achieve their potential when we give them the support they need and we ensure excellence in all schools.

Building and living this Equity Pledge requires both dynamic ongoing partnership among the organizations that run public schools, and substantial involvement from stakeholders including teachers, students, families, community members and government.

The OUSD Board of Trustees and participating charter school boards will vote on policies that are developed by eight Working Groups and recommended for approval by the Equity Pledge Steering Committee.

The Steering Committee manages the overall strategy and planning of the Equity Pledge. Members engage with the community and welcome opportunities to present to groups.

Oakland Public Schools Equity Pledge

There are four ways to get involved in the Equity Pledge or provide input and feedback:

1. The website, www.oaklandequitypledge.org, provides the latest information about the Equity Pledge, the individuals and organizations involved, and the dates of upcoming meetings. On the “Get Involved” page, people can volunteer, submit a concern or question, or sign up for email updates that will begin in Spring 2017.
2. Eight Working Groups, each with an OUSD and charter co-lead, develop proposals in the areas of greatest benefit for collaboration: Performance, Funding, Facilities, Enrollment, Talent, Instructional Practice and Social Emotional Learning, Special Education, and Quality School Development. New volunteers are always welcome.
3. The Equity Pledge Committee is a monthly open meeting where parents, students, teachers, and community organizations provide input to the Working Groups and Steering Committee about proposals under development.
4. OUSD Board and charter school boards hold open meetings with public comment.

In Spring 2017 a new Advisory Board comprised of policymakers, school board members, other elected officials, and members of the Superintendent’s cabinet, will be formed and meet quarterly to provide additional input to the work of the Equity Pledge, including making recommendations to Local Education Agencies about policy improvements.

This document serves as a foundation that we intend to build upon over the coming years to continually increase the quality and equity of our city’s public school system. We look forward to continuing to integrate the needs and perspectives of students, parents and guardians, teachers, school leaders, and community members in future versions.

Our Equity Pledge

WE BELIEVE, AS PARENTS, EDUCATORS AND PUBLIC SCHOOL LEADERS IN OAKLAND, CALIFORNIA, that each and every child in our city should have the opportunity to attend an excellent public school that helps them achieve their full potential.

WE BELIEVE that equitable and excellent schools:

- Prioritize, challenge, care for, listen to, and understand the whole child
- Welcome and include families of all backgrounds and embrace them as partners
- Engage the entire community and adapt to its changing needs
- Are safe, healthy, joyful, beautiful, and supportive places for students and adults
- Value the unique races, cultures, languages, and identities of our children
- Create safe boundaries for students to fail and learn
- Reflect on their policies and practices in order to improve them
- Empower students to realize their dreams and transform their communities.

Oakland Public Schools Equity Pledge

WE THE UNDERSIGNED pledge on behalf of our organizations to work together to ensure that every public school in Oakland lives up to these aspirations for being an equitable and excellent school. To that end, we seek to establish policies and practices that will increase quality, access to public resources, and transparency.

Below, we describe our beliefs and commitments:

1. We believe that transparent, timely and comparable data about the quality of all our schools should be easily accessible for Oakland families, taxpayers and policymakers. We believe that this public data about our schools should include academic performance and school climate, show current performance and growth, and reflect both overall results as well as results for our most vulnerable student populations. We believe this data should inform decisions to ensure that the mix of schools and programs matches the needs of families across the city.
 - a. We commit to publicly releasing comprehensive and updated School Performance Framework (SPF) data for all OUSD-run schools annually.
 - b. We commit to testing the SPF with several volunteer charter schools by June 2017, and creating a charter SPF that includes identical measures to enable transparent comparison of schools by December 2017.
 - c. We, charter schools, commit to providing OUSD or an agreed-upon third party with charter SPF data in a timely manner, to be publicly released annually, in conjunction with the SPF results for OUSD schools starting in the 2017-2018 school year. We aspire to having a single SPF at some future date.
 - d. We commit to developing a joint quality evaluation criteria and process aligned with SPF by June 2017, testing it by December 2017, and using it to prioritize schools for future improvements, assess the effectiveness of current improvements, and match articulated community needs with potential models and providers in a way that empowers current and future families in each school.
2. We believe that the public school enrollment process should be equitable, transparent, and easy for all Oakland families.
 - a. We commit to improving the enrollment process for families by participating in joint enrollment fairs across the city, opening a second OUSD welcome center, opening a charter enrollment center, and hosting enrollment “pop-up” events across the city, starting in the enrollment season for the 2017-2018 school year.
 - b. We commit to improving the enrollment process for families by releasing an

Oakland Public Schools Equity Pledge

- online school finder with information on all public schools, an online OUSD application, and a single online application that covers 90% of charter schools by January 2017.
- c. We commit to providing additional targeted outreach, support and access to families with children from historically underserved populations, including students with disabilities, English Language Learner, African American, foster, newcomer, homeless, and low income students.
 - d. We commit to using information gathered during the enrollment season for the 2017-2018 school year to plan and execute further improvements in future years to make the public school enrollment process even more user-friendly, transparent and equitable for families across the city.
3. We believe that all public school facilities should be safe and educationally productive. We believe that taxpayer-funded facilities should be allocated to maximize equitable access to high quality education for students. We believe that all public schools should have equitable access to public funding sources.
 - a. We commit to creating a clear and transparent process by June 2017 that facilitates long term leases for charter schools on OUSD-owned properties to minimize disruptions for students. We commit to working together to pursue external funding for capital improvements on those properties.
 - b. We commit to allocate parcel tax funds approved by voters to all Oakland public school students who reside in Oakland. We commit to looking at ways we can equitably address repayment of the debt to the State of California.
 4. We believe we must work together to break the cycle of inequity in academics and discipline for our students from historically underserved populations, including students with disabilities, English Language Learner, African American, foster, newcomer, homeless, and low income students. We believe that we must share with each other our own best practices for serving historically underserved populations, and we will work together to elevate more equitable discipline practices, such as restorative justice. We believe that all students, including those with disabilities, should have equitable access to high quality education. We believe that transparent, timely and comparable data about services for students with disabilities should be easily available for families of students with disabilities. We believe that, through collaboration, all of Oakland's public schools can more effectively attract, develop and retain talented teachers, staff, and leaders.
 - a. We commit to help create a best practice sharing program for new teachers and a calendar of professional development opportunities open to both OUSD and charter educators, by December 2017.

Oakland Public Schools Equity Pledge

- b. We commit to participate in creating an equitable approach to serving students with moderate to severe disabilities.
- c. We commit to participate in and help produce a citywide teacher recruiting event, and a website that promotes teaching opportunities in Oakland and explains how to apply for them, in the Spring of 2017.

Coversheet

Resolution to Support Immigrant Families

Section: IX. Governance
Item: B. Resolution to Support Immigrant Families
Purpose: Vote
Submitted by:
Related Material: EBIA_Sanctuary School Resolution_January 2017.pdf

RESOLUTION OF EAST BAY INNOVATION ACADEMY

Affirming East Bay Innovation Academy Public School Facilities, Programs Are A Sanctuary for Immigrant Families

WHEREAS: Every student has a right to attend school free of fear, bullying and discrimination;

WHEREAS: Bullying or discrimination, for any reason, is harmful to students' emotional well-being, feeling of belonging, as well as their academic success;

WHEREAS: The Board of East Bay Innovation Academy of celebrates and embraces the diversity of our students and families and the rich language and cultural contributions they bring to our school and strongly supports and encourages and advocates for equal access to participation of all parents and families in our school;

WHEREAS: Reports of potential raids by the U.S. Immigration and Customs Enforcement Office (ICE) have caused immigrant communities to fear sending and/or accompanying their children to schools and leaving their homes, even for essential medical services;

WHEREAS: ICE activities in and around schools, early education centers, and adult school facilities would be a severe disruption to the learning environment and educational setting for students;

WHEREAS: The United States Supreme Court has ruled that public schools are prohibited from denying students access to elementary and secondary public education based on their immigration status, citing that children have little control over their immigration status, the lifelong harm it would inflict on the child and society itself, and constitutional equal protection rights;

WHEREAS: East Bay Innovation Academy intends to protect and provide equal access to an education for all students and families regardless of immigration status;

NOW, THEREFORE, BE IT RESOLVED: the Board of East Bay Innovation Academy affirms its position that all students have the right to attend school regardless of the immigration status of the child or of the child's family members;

BE IT FURTHER RESOLVED: That the Board of East Bay Innovation Academy states that all students, who register for the following services and meet the federal and state criteria, are entitled to receive all school services, including free lunch, free breakfast, and educational services, even if they or their family are undocumented and do not have a social security number and that no school staff shall take any steps that would deny students access to education based on their immigration status or any steps that would deny the rights of these students to a public education;

BE IT FURTHER RESOLVED: That East Bay Innovation Academy declares its commitment that every school site, facility, and school related-convening be a welcoming place for all students and their families;

BE IT FURTHER RESOLVED: In order to provide a public education, regardless of a child's or family's immigration status, absent any applicable federal, state, local law or regulation or local ordinance or court decision, East Bay Innovation Academy shall abide by the following:

1. School personnel shall not treat students differently for residency determination purposes on the basis of their actual or perceived immigration status and shall treat all students equitably in the receipt of all school services, including but, not limited to, the free and reduced lunch program, transportation and educational instruction.
2. School personnel shall review the list of documents that are currently used to establish residency and shall ensure that any required documents would not unlawfully bar or discourage a student who is undocumented or whose parents are undocumented from enrolling in or attending school.
3. School personnel shall not inquire about a student's immigration status, including requiring documentation of a student's legal status, such as asking for a green card or citizenship papers, at initial registration or at any other time.
4. School personnel shall not make unreasonable inquiries from a student or his/her parents for the purpose of exposing the immigration status of the child or his/her family.
5. School personnel shall not require students to apply for Social Security numbers nor should East Bay Innovation Academy require students to supply a Social Security number.
6. Because it is the general policy of East Bay Innovation Academy not to allow any individual or organization to enter a school site if the educational setting would be disrupted by that visit, any request by ICE to visit a school site should be forwarded to the East Bay Innovation Academy's Executive Director for review, in consultation with East Bay Innovation Academy's legal counsel.
7. All requests for information or documents by ICE should be forwarded to the East Bay Innovation Academy's Executive Director, who in consultation East Bay Innovation Academy's legal counsel, shall determine if the information and/or documents must be released to ICE.
8. School staff shall take immediate steps to notify a student's parent or guardian if ICE or other law enforcement agencies take custody of a student from campus or questioning the student on School.
9. East Bay Innovation Academy's legal counsel, and other School personnel as designated by the Executive Director, will review the impact of changes in federal immigration law programs such as Deferred Action for Childhood Arrivals (DACA) and work to prevent and mitigate the negative impact on both students and employees from the collection or storage of any personally identifiable information for immigration enforcement purposes.

BE IT FURTHER RESOLVED: That the School Operator joins the OUSD Board of Education by adopting a resolution to ensure that our facilities and programs are sanctuaries for immigrant and vulnerable students.

PASSED AND ADOPTED this **18th** day of **January**, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Rochelle L. Benning, Chairman of the Board, East Bay Innovation Academy

Devin P. Krugman, Executive Director & Head of School, East Bay Innovation Academy

Coversheet

Review and Approve Consent Agenda

Section: IX. Governance
Item: C. Review and Approve Consent Agenda
Purpose: Vote
Submitted by:
Related Material: EBIA - 2016-17 YTD Check Register - Month of November 2016.pdf
EBIA - 2016-17 YTD Check Register - Month of November 2016.pdf
EBIA Dec 2016 Check Register.pdf
EBIA - Dec 2016 Credit Card Statement.pdf

Check Register



EBIA
November 2016

Grand Total 208,939.45

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Charter Safe	DB110116	11/1/2016	DB110116; CharterSafe	2,616.00
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CFI	4331	11/2/2016	HP Color Laserjet Fuser/Transfer Kit	410.63
Change Academy Lake of the Ozarks	4332	11/2/2016	Medication Management Appt w/Dr. Mahal on 07/14/16	620.00
Charter Safe	4333	11/2/2016	Cust#10867; 2016/17 Package Premium & Workers' Compensation: November '16	4,899.00
Romney Cola	4334	11/2/2016	Reimb: Live Scan	67.00
Copower	4335	11/2/2016	ID#902360; Premium: November 2016 + Adjustments	2,288.62
Nicole Fee	4336	11/2/2016	Reimb: English & Spanish Handouts for Enrollment	195.04
Foundation for Educational Administration	4337	11/2/2016	Clear ASC Program 2016-17:	1,000.00
Mud Howard	4338	11/2/2016	Reimb: Live Scan	59.00
Elon Hufana	4339	11/2/2016	Reimb: Live Scan & Mileage	72.61
Illuminate Education	4340	11/2/2016	Illuminate Data and Assessment Management System, Student Information & KSA Item Bank: 10/01 - 12/31/16	5,042.66
Colette Kang	4341	11/2/2016	Reimb: Books	147.25
Peter Leahey	4342	11/2/2016	Reimb: Glue, Pasta, Travel, Parking & Mileage	79.53
Fred Mangrum	4343	11/2/2016	Reimb: Live Scan	52.00
Maxim Staffing Solutions	4344	11/2/2016	Acct: 46627-0132; Special Education Instruction Svc 10/07/16	139.50
Brigetta Pryor	4345	11/2/2016	Reimb: Plates, Cups, Coffee & Ice Cream	349.14
Replica Digital Ink	4346	11/2/2016	School Overview 17-18 Eng/Sp Color 4/4	216.94
Revolution Foods, Inc.	4347	11/2/2016	Cust# C001339; Breakfast & Lunch: September 2016	6,268.12
San Salpham	4348	11/2/2016	Reimb: Live Scan	51.00
Sergio's Janitorial & Yard Services	4349	11/2/2016	School Cleaning: 09/05 - 09/30/16	4,800.00
Teachers on Reserve	4350	11/2/2016	Cust: EASTB0001; Substitute Svc: 08/26/16	3,944.12
The Phillips Academy	4351	11/2/2016	Tuition Expenses & Counselling and Guidance Therapy: September 2016	4,499.50
Vision Service Plan - (CA)	4352	11/2/2016	Acct# 30 050552 0001; Insurance Premium: November 2016	367.70
Waste Management of Alameda County	4353	11/2/2016	Acct: 699-0005356-2216-1; Waste Svc: September '16	147.14
Waste Management of Alameda County	4354	11/2/2016	Acct: 699-0006275-2216-2; Waste Svc: September '16	678.02
The Oakland Zoo	M1215	11/2/2016	M1215; Oakland Zoo Fall Intersession	1,200.00
Wells Fargo	DB110916	11/9/2016	DB110916; Online Transfer- CC Acct: 9609	4,000.00
Achieve3000	4356	11/14/2016	Implementation Resources, Pro Differentiated Literacy Solutions & Customer Support	19,605.00
Julia Barbano	4357	11/14/2016	Reimb: Capri Suns & Thank You Cards	23.07
EdTec	4358	11/14/2016	Monthly Services: Oct '16	10,496.11
David Gutfeld	4359	11/14/2016	Reimb: Mileage	64.80
Ira Jinkins Recreation Center	4360	11/14/2016	Fitness Instruction: 10/03 - 10/31/16	387.00
Lesleigh Franklin, PhD	4361	11/14/2016	Psychological/Assessments With Academic Testing: Oct '16	5,000.00
Michael's Transportation Service Inc.	4362	11/14/2016	Trip# 27496; Bus Transportation Svc: EBIA to ST Mary's Center 10/24/16	669.25
Nicole Neumiller	4363	11/14/2016	Reimb: Food, Lanyards, Office Supplies, Clipper Cards & Intersession	277.85
Office Depot	4364	11/14/2016	Acct# 16610744; Markers-DryErase & Chisel Tip	528.98
Joy Delizo-Osborne	4365	11/14/2016	Reimb: School Supplies	199.91
Schoolzilla PBC	4366	11/14/2016	SIS Data Integrations/Dashboard - Subscriptions: Illuminate 11/01/16 - 06/30/17	25,000.00
Sergio's Janitorial & Yard Services	4367	11/14/2016	School Cleaning: 10/03 - 10/28/16	4,800.00
Jennifer Serr	4368	11/14/2016	Fall Intersession "Sew Awesome Workshop" & Expenses	1,171.66
Teachers on Reserve	4369	11/14/2016	Cust: EASTB0001;Substitute Svc: 1021/16	953.01
Acer	4370	11/28/2016	PO# EBIA102116A; NX.SHEAA.004 - Repair due: 11/24/16	1,596.37
Alameda County Office of Education	4371	11/28/2016	Cust# 000210; Internet Service According to MOU for the Period of 07/01/16 - 06/30/17: Due 12/15/16	9,400.00
Alhambra	4372	11/28/2016	Acct#631790914021372; Water Svc: 10/12, 10/26 & 10/31/16	130.43

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EBIA, Check Register

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AT&T	4375	11/28/2016	Acct# 072 085 5436 436; Internet Server + Late Charges	491.71
Julia Barbano	4376	11/28/2016	Program Assistant for Oct Intersession 2016	1,200.00
Lisa Barnes	4377	11/28/2016	Reimb: Food for 1st day of School	86.94
CFI	4378	11/28/2016	HP Laserjet Pro Toners /Cartridge	525.60
Change Academy Lake of the Ozarks	4379	11/28/2016	Academic/Therapeutic/Room and Board Daily-Billing for October 2016	15,708.34
Romney Cola	4380	11/28/2016	NFTE Start-UP Business Intersession: 10/24 - 10/31/16	800.00
Copower	4381	11/28/2016	ID#902360; Premium: December 2016	2,237.10
Evan Cross	4382	11/28/2016	Instruction about Agro -Ecology & Community Farming: Oct Intersession	1,000.00
Linh Dan Do	4383	11/28/2016	Reimb: Supplies, Live Scan & Mileage	284.78
Durham School Services	4384	11/28/2016	Cust# 152900; CH2017-2240 East Bay Innovation: 10/25/16	2,520.69
EBMUD	4385	11/28/2016	Acct# 49867400001; Water, Waste Water Charges & Sewer Svcs': 08/25 - 10/27/16	3,037.15
Donnie Jay Harris III	4386	11/28/2016	Upper School Intersession: Oct '16	650.00
Donnie Jay Harris III	4387	11/28/2016	Reimb: Live Scan	70.00
Jon Hoffman	4388	11/28/2016	Reimb: Live Scan Fee	79.00
Mud Brandt Howard	4389	11/28/2016	Delivered Instruction for Oct. Intersession 2016	1,000.00
Elon Hufana	4390	11/28/2016	Delivered Instruction for Intersession: Oct '16	800.00
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Kaiser Foundation Health Plan	4392	11/28/2016	CustID: 000709549-0000; Billing# 681343504; Insurance Premium: December 2016 & Retroactives Dues	14,289.01
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Marlin Business Bank	4394	11/28/2016	Acct# 1480401; Contract# 401-1480401-001/002; Contract Payment for Cres Cor Cook n Hold Oven & Insurance Fee + Late Fee	543.17
Michael's Transportation Service Inc.	4395	11/28/2016	Trip# 27136; Bus Transportation Svc: EBIA to Tilden Nature Area 10/28/16	805.75
Office Depot	4396	11/28/2016	Acct# 16610744; Office Supplies	631.45
Jennifer Pashley	4397	11/28/2016	Reimb: Live Scan	52.00
Radhika Raman	4398	11/28/2016	Reimb: Stress Toy, Student Planner, Taboo/Uno/Hasbro Connect Games & Chess Set	113.16
Keena Romano	4399	11/28/2016	Cust ID# 0008; Art Instructor for Fall "STEAM" Intersession	1,182.67
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Teachers on Reserve	4403	11/28/2016	Cust: EASTB0001; Substitute Svc: 11/11/16	1,097.95
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Radhika Raman	4398	11/28/2016	Reimb: Stress Toy, Student Planner, Taboo/Uno/Hasbro Connect Games & Chess Set	113.16
Keena Romano	4399	11/28/2016	Cust ID# 0008; Art Instructor for Fall "STEAM" Intersession	1,182.67
Keena Romano	4400	11/28/2016	Reimb: Intersession Supplies & Mileage	338.07
Afifa Sayeed	4401	11/28/2016	Reimb: Deposit for Auction Venue	1,424.16
Staples Advantage	4402	11/28/2016	Cust# LA 10166966; Office Supplies	425.92
Teachers on Reserve	4403	11/28/2016	Cust: EASTB0001; Substitute Svc: 11/11/16	1,097.95
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EBIA, Check Register

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Check Register



EBIA
December 2016

Grand Total 123,128.70

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Wells Fargo	DB120616		12/6/2016	DB120616; Online Transfer- CC Acct: 9609	1,729.81
National Equity Project	M1218		12/7/2016	M1218; Leading for Equity Mar 2-5, 2017 : Need backup	10,800.00
Darius Foster	M1219		12/8/2016	M1219; Expense Reimb - need backup	2,311.51
Acer	4408		12/12/2016	PO# EBIA111816A; NX.SHEAA.004 - Repair	239.98
CFI	4409		12/12/2016	HP Laserjet Pro Toners /Cartridge	1,051.20
Change Academy Lake of the Ozarks	4410		12/12/2016	Academic/Therapeutic/Room and Board Daily-Billing for November 2016	30,019.60
Edtec	4411		12/12/2016	Monthly Services: Nov '16	10,496.11
Educational Data Systems	4412		12/12/2016	Cust# 01-61259-1620; California English Language Development Test - Excessivse Materials 2015/16	20.43
Ira Jinkins Recreation Center	4413		12/12/2016	Fitness Instruction: 12/01 - 12/15/16	1,681.25
Eli Kuo	4414		12/12/2016	Reimb: Registration for CBEST, Parking & Mileage	115.54
Law Offices of Young, Minney & Corr, LLP	4415		12/12/2016	Professional Svcs' through 11/30/16	10,279.84
Lesleigh Franklin, PhD	4416		12/12/2016	Pyshological/Assessments With Academic Testing: Nov '16	5,000.00
Tory Pettit	4417		12/12/2016	Reimb: Quizlet Premium	34.99
Sergio's Janitorial & Yard Services	4418		12/12/2016	School Cleaning: 10/31 - 12/02/16	6,000.00
Teachers on Reserve	4419		12/12/2016	Cust: EASTB0001; Substitute Svc: 11/18/16	2,556.72
Vision Service Plan - (CA)	4420		12/12/2016	Acct# 30 050552 0001; Insurance Premium: December 2016	359.22
Alhambra	4421		12/19/2016	Acct#631790914021372; Water Svc: 11/09, 11/23, 11/28 12/07 & 12/15	94.47
Teach Speech	4422		12/19/2016	Teach Speech Hours: November 2016	4,999.32
American Logistics Company, LLC	4423		12/19/2016	Client# 1551; Svc: Transportation: Nov 2016	2,080.00
AT&T	4424		12/19/2016	Acct# 072 085 5436 436; Internet Server + Late Charges	492.09
California Charter Schools Association	4425		12/19/2016	Member ID: MEM-27887; CCSA Membership Fees: 01/01/17- 12/31/17	2,150.00
CDW Government	4426		12/19/2016	Cust: 12218286; HP SB 440 I3-6100U 500GB & Recycling Fee	4,584.84

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Vendor	Check Number	Void	Date	Description	Check Amount
Fire Pro. Specialists, Inc.	4427		12/19/2016	Recharge/6Yr ABC Fire Extinguisher/Neck O Ring/Verification & Chemical Powder	455.65
Kaiser Foundation Health Plan	4428		12/19/2016	CustID: 000709549-0000; Billing# 681343504; Insurance Premium: January 2017	15,258.64
Peter Leahey	4429		12/19/2016	Reimb: Parking/Toll & Mileage	162.59
Marlin Business Bank	4430		12/19/2016	Acct# 1480401; Contract# 401-1480401-001/002; Contract Payment for Cres Cor Cook n Hold Oven & Insurance Fee + Late Fee	608.67
Office Depot	4431		12/19/2016	Acct# 16610744; Office Supplies	97.73
Jennifer Pashley	4432		12/19/2016	Instructional Svcs': Intersession October 2016	1,000.00
Revolution Foods, Inc.	4433		12/19/2016	Cust# C001339; Breakfast & Lunch: November 2016	5,156.37
School Food Solutions L3C	4434		12/19/2016	Food Svc Administration September 2016	70.80
Starline Supply Company	4435		12/19/2016	Cust# 0001249; Janitorial Supplies	123.30
BambooHR	DB121916		12/19/2016	DB121916; HR Tracking Software	193.50
PG&E	DB122716		12/27/2016	DB122716; PG&E - need backup	2,904.53

Note: Multiple expenses or "Itemized/Invoice Amounts" may be paid by one check. The total "Check Amount" will appear for each "Itemized/Invoice Amount" paid by the check.

Payroll checks are not included on this register.

Credit Card

EBIA
December 2016



Grand Total 6,219.04

Credit Card	Vendor	Date	Description	Transaction Amount
9515-9591	Dropbox	12/23/2016	12/03-Dropbox*PCX89L9626B2	99.00
9515-9591	Dropbox	12/23/2016	12/08-Dropbox*PYGWKFB8JV14	99.00
9515-9609	FedEx	12/23/2016	11/24-Fedex	66.00
9515-9609	Hanes.Com	12/23/2016	11/24-Hanes.Com	65.70
9515-9609	NATIONALEQU	12/23/2016	11/28-NATIONALEQU	399.00
9515-9609	NATIONALEQU	12/23/2016	11/28-NATIONALEQU	399.00
9515-9609	Amazon Mktplace Pmts	12/23/2016	11/28-Amazon Mktplace Pmts	10.34
9515-9609	PAPA JOHN'S	12/23/2016	11/29-PAPA JOHN'S	36.75
9515-9609	Amazon Mktplace Pmts	12/23/2016	11/29-Amazon Mktplace Pmts	10.71
9515-9609	Amazon Mktplace Pmts	12/23/2016	11/29-Amazon Mktplace Pmts	17.62
9515-9609	Amazon Mktplace Pmts	12/23/2016	11/29-Amazon Mktplace Pmts	8.98
9515-9609	Amazon Mktplace Pmts	12/23/2016	11/29-Amazon Mktplace Pmts	33.64
9515-9609	Amazon Mktplace Pmts	12/23/2016	11/29-Amazon Mktplace Pmts	136.08
9515-9609	Amazon Mktplace Pmts	12/23/2016	11/29-Amazon Mktplace Pmts	106.96
9515-9609	Amazon Mktplace Pmts	12/23/2016	11/29-Amazon Mktplace Pmts	113.70
9515-9609	Amazon Mktplace Pmts	12/23/2016	11/30-Amazon Mktplace Pmts	48.99
9515-9609	Amazon Mktplace Pmts	12/23/2016	12/01-Amazon Mktplace Pmts	52.20
9515-9609	Amazon Mktplace Pmts	12/23/2016	12/01-Amazon Mktplace Pmts	18.80
9515-9609	Doordash-Champa	12/23/2016	12/02-Doordash-Champa Garden	85.62
9515-9609	Hanes.Com	12/23/2016	12/02-Hanes.Com	486.82
9515-9609	Indeed	12/23/2016	12/02-Indeed	59.52
9515-9609	RingCentral, Inc	12/23/2016	12/06-RingCentral, Inc	601.65
9515-9609	Merch Monster	12/23/2016	12/06-Merch Monster	604.44
9515-9609	Amazon Mktplace Pmts	12/23/2016	12/06-Amazon Mktplace Pmts	28.77
9515-9609	Amazon Mktplace Pmts	12/23/2016	12/06-Amazon Mktplace Pmts	155.55
9515-9609	Amazon Mktplace Pmts	12/23/2016	12/06-Amazon Mktplace Pmts	95.55
9515-9609	Amazon Mktplace Pmts	12/23/2016	12/06-Amazon Mktplace Pmts	18.41
9515-9609	Amazon.com	12/23/2016	12/07-Amazon.com	59.50
9515-9609	Amazon.com	12/23/2016	12/07-Amazon.com	54.66
9515-9609	Amazon Mktplace Pmts	12/23/2016	12/07-Amazon Mktplace Pmts	46.98
9515-9609	Amazon.com	12/23/2016	12/07-Amazon.com	5.14
9515-9609	Amazon Mktplace Pmts	12/23/2016	12/07-Amazon Mktplace Pmts	76.51

Note: Multiple expenses or "Itemized/Invoice Amounts" may be paid by one check. The total "Check Amount" will appear for each "Itemized/Invoice Amount" paid by the check.

Payroll checks are not included on this register.

EBIA

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Credit Card	Vendor	Date	Description	Transaction Amount
9515-9609	Amazon Mktplace Pmts	12/23/2016	12/07-Amazon Mktplace Pmts	52.72
9515-9609	Catsone.com	12/23/2016	12/08-Catsone.com	297.00
9515-9609	Amazon Mktplace Pmts	12/23/2016	12/08-Amazon Mktplace Pmts	12.72
9515-9609	Amazon.com	12/23/2016	12/08-Amazon.com	105.00
9515-9609	Amazon.com	12/23/2016	12/08-Amazon.com	147.04
9515-9609	Amazon.com	12/23/2016	12/08-Amazon.com	23.66
9515-9609	Rosetta Stone	12/23/2016	12/09-Rosetta Stone	89.00
9515-9609	Dropbox	12/23/2016	12/09-Dropbox*93JTL2819SVX	9.99
9515-9609	Music Theater Intn'l	12/23/2016	12/12-Music Theater Intn'l	685.00
9515-9609	PAPA JOHN'S	12/23/2016	12/13-PAPA JOHN'S	43.32
9515-9609	Merch Monster	12/23/2016	12/15-Merch Monster	114.97
9515-9609	Amazon Mktplace Pmts	12/23/2016	12/15-Amazon Mktplace Pmts	6.83
9515-9609	Amazon Mktplace Pmts	12/23/2016	12/16-Amazon Mktplace Pmts	24.79
9515-9609	Nasco Modesto	12/23/2016	12/16-Nasco Modesto	184.79
9515-9609	Amazon Mktplace Pmts	12/23/2016	12/18-Amazon Mktplace Pmts	49.67
9515-9609	Amazon Digital Svcs	12/23/2016	12/19-Amazon Digital Svcs	119.00
9515-9609	Amazon Digital Svcs	12/23/2016	12/20-Amazon Digital Svcs	119.00
9515-9609	Amazon Mktplace Pmts	12/23/2016	12/22-Amazon Mktplace Pmts	32.95

Note: Multiple expenses or "Itemized/Invoice Amounts" may be paid by one check. The total "Check Amount" will appear for each "Itemized/Invoice Amount" paid by the check.

Payroll checks are not included on this register.

Coversheet

Unbudgeted Contract - Student Placement

Section: IX. Governance
Item: D. Unbudgeted Contract - Student Placement
Purpose: Vote
Submitted by:
Related Material: Seneca Family of Agencies Master Contract-2016-2017-01.12.2017.pdf
SELPA Recommended Potential Placement List - school list.pdf

*NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES*

Master Contract

2016-2017

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2016-2017

CONTRACT NUMBER:

LOCAL EDUCATION AGENCY: East Bay Innovation Academy

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: Seneca Family of Agencies

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into on January 12, 2017, between East Bay Innovation Academy, hereinafter referred to as the local educational agency ("LEA"), a member of the East Bay Innovation Academy SELPA and Seneca Family of Agencies (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB 490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as "ISA") and a Nonpublic Services student Enrollment form as specified in the LEA Procedures. Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all services specified in the student's Individualized Education Plan (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of a student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for ISA developing including invoicing.

Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the student's parent.

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 *et seq* and within the professional scope of practice of each provider's license, certification and/or credential. A current copy of CONTRACTOR's nonpublic school/agency certification or a waiver of such certification

issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this contract is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification. Total student enrollment shall be limited to capacity as stated in Section 24 of the Master Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this contract unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to, the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from January 12, 2017 to June 30, 2017 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2017. 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)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes each Individual Services Agreement and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to District, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA.

6. INDIVIDUAL SERVICES AGREEMENT

This contract shall include an ISA developed for each student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR, shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students.

Any and all changes to a student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the student's IEP. At any time during the term of this Master Contract, a student's parent, CONTRACTOR, or LEA may request a review of a student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR

shall provide any and all subsequent compensatory service hours awarded to student as a result of lack of provision of services while student was served by the nonpublic school or agency.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the “stay-put” requirement of state and federal law unless the parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents and employees.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for nonpublic school/agencies. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for the contract, unless otherwise specified in the contract.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(j).
- d. The term “qualified” means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (y)).

- e. The term “license” means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the

appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(r).

- f. "Parent" means a biological or adoptive parent, unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child, an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare, a surrogate parent, a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).
- g. The term "days" means calendar days unless otherwise specified.
- h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term "Master Contract" also means "Agreement" and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of the Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone

logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications by-laws; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof. Positive attendance is required.

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the student's record. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, and reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

10. SEVERABILITY CLAUSE

If any provision of this agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

12. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this contract with venue in the County where the LEA is located.

13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide the LEA and/or CONTRACTOR thirty (30) days' notice of any such

changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

14. TERMINATION

This Master Contract or Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. INSURANCE

CONTRACTOR shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

PART I

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

- \$2,000,000 per occurrence
- \$ 500,000 fire damage
- \$ 5,000 medical expenses
- \$1,000,000 personal & adv. Injury
- \$3,000,000 general aggregate
- \$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

- B. **Business Auto Liability Insurance** for all owned scheduled, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- C. **Workers' Compensation and Employers Liability Insurance** in a form and amount covering CONTRACTOR's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits

Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

- D. Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

\$1,000,000 per occurrence
\$2,000,000 general aggregate

- E. CONTRACTOR, upon execution of this contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services, the CONTRACTOR's insurance coverage shall be primary insurance as respects to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance may reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

CONTRACTOR shall not be entitled to any compensation for any special education and/or related services provided to any pupil for any period during which CONTRACTOR failed to fully comply with this Section 15.

PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY ("RTC")

When CONTRACTOR is a nonpublic school affiliated with a **residential treatment center (NPS/RTC)**, the following insurance policies are required:

- A. **Commercial General Liability** coverage of **\$3,000,000 per Occurrence** and **\$6,000,000 in General Aggregate**. The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the LEA.
- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers'

Compensation Insurance coverage must also include Employers Liability coverage with limits of **\$1,000,000/\$1,000,000/\$1,000,000**.

- C. **Commercial Auto Liability** coverage with limits of **\$1,000,000** Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is **\$5,000,000** Combined Single Limit per Occurrence.
- D. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be **\$250,000** per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of **\$3,000,000** per occurrence and **\$6,000,000** general aggregate.
- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of **\$3,000,000** per occurrence and **\$6,000,000** general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent 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).

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the state of California, that the self-insurance covers district employees acting within the course and scope of their respective duties and that its self-insurance covers LEA's indemnification obligations under this Master Contract.

17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent,

master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is held to be a partner, joint venturer, co-principle, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including without limitation transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance may reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 45 Clearance Requirements and Section 46 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided

by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e. before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When CONTRACTOR is a Nonpublic Agency, CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who was an employee of LEA within the three hundred and sixty five (365) days prior to executing this contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

20. NON-DISCRIMINATION

CONTRACTOR shall not unlawfully discriminate on the basis of gender, nationality, race or ethnicity, religion, age, sexual orientation, gender identity, gender expression, or disability or any other classification protected by federal or state law, in employment or operation of its programs.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each student served by CONTRACTOR. CONTRACTOR shall provide to each student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for students, as specified in the student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or

when the student is no longer enrolled in the nonpublic school. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a student's parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student's receipt of special education and/or related services as specified in the student's IEP and ISA unless the LEA and CONTRACTOR agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.*, and shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations.

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and predictors and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the nonpublic school: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

When CONTRACTOR serves students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements, including, but not limited to, Section Education Codes 60851.5 and Section 60851.6 related to the suspension of the California High School Exit Exam (CAHSEE).

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written treatment plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a licensed children's institution, all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to

authorize emergency services as requested. Licensed Children's Institution (LCI) CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained Behavior Intervention Manager or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and pass time shall be at the same level that Ed. Code. prescribes for the LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to students attending LEA schools in like grade level unless otherwise specified in the student's IEP.

When CONTRACTOR is a nonpublic agency and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the student's ISA developed in accordance with the student's IEP.

24. CLASS SIZE

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to assure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and the LEA may agree to one 30 school day period per contract year where class size may be increased to assure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a nonpublic agency.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three (3) and five (5) years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 *et seq.*

25. CALENDARS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days not to exceed 105 days, plus up to zero extended school year billable days equivalent to the number of days determined by the LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the students' IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her IEP Team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic school service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by LEA.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic agency service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide all data related to any and all sections of this contract and requested by and in the format required by the LEA. It is understood that all nonpublic school and agencies shall utilize the Special Education Information System (SEIS) or comparable system approved by the LEA and SELPA for all IEP development and progress

reporting. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

The LEA shall provide the CONTRACTOR with approved forms and/or format for such data including, but not limited to, invoicing, attendance reports and progress reports. The LEA may approve use of CONTRACTOR'S provided forms at their discretion.

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") options and/or dual enrollment options if available and appropriate, for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommended activities to support the transition.

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a nonpublic school, per implementation of Senate Bill 484, CONTRACTOR shall administer all Statewide assessments within the California Assessment of Student Performance and Progress ("CAASP"), Desired Results Developmental Profile ("DRDP"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, and the California English Language Development Test ("CELDT"), as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR'S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

29. MANDATED ATTENDANCE AT LEA MEETINGS

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, and standardized testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS

CONTRACTOR shall comply with the requirements of Education Code section 56521.1 and 56521.2. LEA students who exhibit serious behavioral challenges must receive timely and

appropriate assessments and positive supports and interventions in accordance with the federal law and its implementing regulations. If the Individualized Education Program (“IEP”) team determines that a student’s behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan (“BIP”), the IEP team may conclude it is sufficient to address the student’s behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. Evidence of such training shall be submitted to the LEA at the beginning of the school year and within six (6) days of any new hire. CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies. Training includes certification with an approved SELPA crisis intervention program.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP, and instead may only be used to control behavior that is unpredictable and spontaneous. For an emergency intervention to be used, the behavior must pose a clear and present danger of serious physical harm to the individual with exceptional needs, or others. Before emergency interventions may be applied, the behavior must be of the kind that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. Emergency intervention shall not be employed longer than necessary to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a behavior emergency report when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies **require** a behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student does not BIP or Positive Behavior Intervention Plan (“PBIP”), an IEP team shall schedule a meeting to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following: (1) Any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock (2) An intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual. (3) An intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities. (4) An intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma. (5) Restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention. (6) Locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room. (7) An intervention that precludes adequate supervision of the individual. (8) An intervention that deprives the individual of one or

more of his or her senses. (b) In the case of a child whose behavior impedes the child's learning or that of others, the individualized education program team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

(Added by Stats. 2013, Ch. 48, Sec. 43. Effective July 1, 2013.)

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations.

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii)) and pursuant to California Education Code section 56345 (b) (4).)

If LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract unless otherwise agreed to in writing by the LEA.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The SELPA shall provide training for any NPS and NPA to assure access to THE APPROVED SYSTEM. The NPS and/or NPA shall maintain confidentiality of all IEP data on THE APPROVED SYSTEM and shall protect

the password requirements of the system. When a student dis-enrolls from the NPS, the NPS/NPA shall discontinue use of THE APPROVED SYSTEM for that student.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH.

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall comply with LEA surrogate parent assignments. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a nonpublic school by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall include verification of these procedures to the LEA.

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s).

The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post-tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other assessment of the student one month prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

The CONTRACTOR is responsible for all assessment costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For Nonpublic Agency services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the student's parent(s) or LEA for the provision of progress reports, report cards, and/or any assessments, interviews, or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

37. TRANSCRIPTS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

38. STUDENT CHANGE OF RESIDENCE

Within five (5) school days after CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA of the student's change of residence as specified in LEA Procedures. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this

provision, LEA shall not be responsible for the costs of services delivered after the student's change of residence.

39. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and student's discharge against professional advice from a Nonpublic Schools/Residential Treatment Center ("NPS/RTC"). CONTRACTOR shall assist LEA to verify and clear potential dropouts three (3) times per year, as required by the 2001 Elementary and Secondary Education Act (No Child Left Behind; NCLB), as documentation of graduation rate is one of the indicators of Adequate Yearly Progress ("AYP").

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA.

CONTRACTOR providing services in the student's home as specified in the IEP shall assure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situation. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written, shall also be provided to the LEA.

41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

If CONTRACTOR provides services on LEA public school campuses, CONTRACTOR shall comply with Penal Code Section 627.1 *et. seq.*, and LEA procedures regarding visitors to school campuses specified by LEA policy and in the LEA procedures, and the procedures of the campus being visited. CONTRACTOR shall be responsible for purchase and provision of the supplies and assessment tools necessary to implement the provision of services on LEA public school campuses.

For services provided on a public school campus, sign in/out procedures shall be followed along with all procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the educational program

and all nonpublic agency service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program.

It is understood, that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of the contract.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

42. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9, Health and Safety Code section 1501.1(b), AB 1858, AB490 (Chapter 862, Statutes of 2003) and the procedures set forth in the LEA Procedures. An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1412(a)(1)(A) and Education Code section 56000, et seq.; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), 20 U.S.C. section 1401(29); Education Code section 56031; Cal. Code Regs., title 5, section 3001 et seq., Cal. Code Regs., title 2, section 60100 et seq. regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in the LEA student's IEPs.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

43. 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.

44. MONITORING

CONTRACTOR shall allow LEA representatives access to its facilities for periodic monitoring of each student's instructional program and shall be invited to participate in the formal review of each student's progress. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also an LCI and/or NPS/RTC, LEA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA and CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the nonpublic school, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

PERSONNEL

45. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that

none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Clearance certification shall be submitted to the LEA.

The passage of AB 389 amends Education Code sections 44237 and 56366.1 as to the verification that the CONTRACTOR has received a successful criminal background check clearance and has enrolled in subsequent arrest notification service, as specified, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. Further this bill deletes the exemption for applicants possessing a valid California state teaching credential or who are currently licensed by another state agency that requires a criminal record summary, from submitting two (2) sets of fingerprints for the purpose of obtaining a criminal record summary from the Department of Justice and the Federal Bureau of Investigation. Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

46. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(y), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).

When CONTRACTOR is a nonpublic school, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations

governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall notify LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to students as specified in the LEA Procedures. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within forty-five (45) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

48. STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

49. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR. Reports regarding student progress shall be consistent with the provision of this Master Contract.

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and district policy. Such policies and procedures shall be made available to the CONTRACTOR. It is understood that the public school credentialed classroom teacher is responsible for the instructional program.

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

HEALTH AND SAFETY MANDATES

50. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.*, 49406, and Health and Safety Code Section 3454(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

51. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

52. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

53. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

54. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11165.7, AB 1432, and Education Code 44691. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

55. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

56. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the school or agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA in the LEA Procedures. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing

invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

58. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall

extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c) (2).

59. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students.

60. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence as specified in the LEA Procedures.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on

days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a student no later than the fifth (5th) consecutive service day of the student's absence, as specified in the LEA Procedures. LEA shall not be responsible for the payment of services when a student is absent.

61. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers, dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

62. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the percentage of a 314-minute instructional day.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

- (a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July, 2016 and terminates at 5:00 P.M. on June 30, 2017, unless sooner terminated as provided herein.

CONTRACTOR

LEA

Seneca Family of Agencies
Nonpublic School/Agency

East Bay Innovation Academy

By: _____
Signature Date

By: _____ 1/12/17
Signature Date

Karissa Lockhart, Contract Analyst
Name and Title of Authorized Representative

Lansine Toure, DESEL
Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to:

Karissa Lockhart, Contract Analyst
Name and Title
Seneca Family of Agencies
Nonpublic School/Agency/Related Service Provider
15942 Foothill Blvd.
Address
San Leandro, CA 94578
City State Zip
510-300-6337 510-276-6828
Phone Fax
Karissa_lockhart@senecacenter.org
Email

Lansine Toure, DESEL
Name and Title
East Bay Innovation Academy
LEA
3400 Malcolm Avenue
Address
Oakland, CA 94506
City State Zip
510-577-9557 510-957-0275
Phone Fax
Lansine.toure@eastbayia.org
Email

**Additional LEA Notification
(Required if completed)**

Devin Krugman, Head of School
Name and Title
3400 Malcolm Avenue
Address
Oakland, CA 94605
City State Zip
510-577-9557 510-957-0275
Phone Fax
Devin.krugman@eastbayia.org
Email

EXHIBIT A: 2016-2017 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Seneca Family of Agencies

The CONTRACTOR CDS NUMBER: _____

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: _____

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract, as negotiated by the SDCOE on behalf of the LEAs, shall be as follows:

a. General Program Tuition Rate

- 1) Inclusive Education Program
 (Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE: 179.00

2) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	_____	_____
<u>Language and Speech (415)</u>	_____	_____
<u>Adapted Physical Education (425)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care (435)</u>	_____	_____
<u>Health and Nursing: Other Services (436)</u>	_____	_____
<u>Assistive Technology Services (445)</u>	_____	_____
<u>Occupational Therapy (450)</u>	_____	_____
<u>Physical Therapy (460)</u>	_____	_____
<u>Individual Counseling (510)</u>	<u>\$225/day</u>	<u>60 min/week</u>
<u>Counseling and Guidance (515)</u>	_____	_____
<u>Parent Counseling (520)</u>	_____	_____
<u>Social Work Services (525)</u>	_____	_____
<u>Psychological Services (530)</u>	_____	_____
<u>Behavior Intervention Services (535)</u>	_____	_____
<u>Specialized Services for Low Incidence Disabilities (610)</u>	_____	_____
<u>Specialized Deaf and Hard of Hearing (710)</u>	_____	_____

SELPA Recommended Potential Placement List			
Name of Placement	Eligibility for Placement	Type of Placement	Notes on Placement
La Cheim School, Inc.	ED	NPS, CBT therapy provider	Serves majority Contra Costa students - alameda serves NPS, some home visits for CBT
La Cheim School NPS	ED	NPS, day treatment, CEC	High School/Middle School - collaborates with local district (Contra Costa)
The Beacon School	ED	NPS	Student does not fit the profile
Pathfinder Academy	ED	NPS, group, ind. counseling, SAI, 2 aides in the classroom	Has space, students in one class would range from 7-8th grade, if student elopes, counselors would follow to a reasonable range, physical restraint may be implement
James Baldwin Academ	ED	NPS	FULL - wait listed
Stars High School	ED	NPS	Student is ineligible based on age
Phillips Academy	Multiple Classifications	NPS	Student does not fit the profile
Raskob Day School	SLD	NPS	Student does not fit the profile
Bayhill High School	Multiple Classifications	NPS	Student is ineligible based on age
New Haven Residential Treatment	ED	Residential placement, relationship based clinically intensive 20 + hours week/therapy/ college prep and SAI	450 per day/ average stay is 10 months 13,000/monthly