



East Bay Innovation Academy

Board Meeting

Amended on October 18, 2017 at 7:21 PM PDT

Date and Time

Wednesday October 18, 2017 at 7:30 PM PDT

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	1
C. Approve Minutes	Approve Minutes	Rochelle Benning	1
D. Adjourn Public 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
		Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 1 case	
C. Adjourn Closed Session	Vote	Rochelle Benning	1
III. Resume Open Session			
A. Record Attendance	FYI	Rochelle Benning	1
B. Report on Closed Session	FYI	Rochelle Benning	1
C. Public Comment	FYI	Rochelle Benning	20

IV. Academic Excellence

- A.** Intersession - EBIA Changemakers Discuss Devin Krugman 10

Our first Intersession will be held October 23rd-November 3rd. The first 6 weekdays of Intersession is dedicated to [EBIA Changemakers](#) projects. Centered around STEAM focused community service and service learning and STEAM focused college and career readiness, these projects are a chance for students to put our Innovator Norms in action while giving back to the community. Students then have 2 days of end of trimester preparation, followed by two days of PLP conferences.

V. Finance

- A.** September Finance Update Discuss Michelle Cho 10
- B.** 2017-2018 EBIA Development Discussion Discuss Laurie Jacobson Jones 20

VI. Facility

- A.** Prop 39 Application Submission Vote Rochelle Benning 5

- obtain authorization to submit an application for Prop 39 to OUSD for the 2018-2019 school year.

VII. Board Business Matters

- A.** Proposed Board Addition - Samraa Mekuria-Grillo Vote Rochelle Benning 5

Saamra Mekuria-Grillo, an Oakland native, is the vice president of strategy and operations at the Pahara Institute. Prior to joining the Pahara Institute, Saamra was an associate partner at Bellwether Education Partners. Before Bellwether, Saamra was a consultant at Bain & Company, where she worked on organizational design, strategy, and due diligence projects for clients in education, private equity, healthcare, and pharmaceuticals. Saamra also spent several years at Google, during which she focused on training and management of Google’s customer service sales and operations team. While at Google, Saamra spent over a year in India, as one of the founding team members of Google’s Hyderabad office. Saamra has a deep passion for education reform, which she has tapped through several projects with KIPP Bay Area Schools, and as a founding board member of the Mission Preparatory School, a charter school serving low-income students in San Francisco’s Mission and Excelsior districts. Saamra holds an MBA with a certificate in Public Management from the Stanford Graduate School of Business, and a bachelor’s degree from Yale University, where she double majored in History and International Studies. She is also a proud graduate of the Boston Latin School, the first public school in the United States. Saamra lives in Oakland, CA with her husband.

VIII. Governance

- A.** Consent Agenda Vote Rochelle Benning 5

- NPS contract and rate
 - September check and credit card registers

IX. Other Business

- A.** Key Activities and Events in October FYI Rochelle Benning 2

1. Oct 1 - Applications window opened October 1

2. Oct 4 - DACA Workshop - As the deadline for DACA is fast approaching it is important to have a list of resources that help students and families with the renewal process for DACA. The California Charter Schools Association is hosting a workshop at the Lower School site (3400 Malcolm Avenue Oakland 94605) on October 4th at 4:30PM. We will discuss the rights a DACA student has and also provide a list of organizations that can help with the renewal process.

3. Oct 5 - Family Tech Tutorial - Looking to figure out Google Classroom, Schoology, Illuminate and more.

4. Oct 11 - Projects and Pastries - 6th grade families are invited to attend Projects and Pastries. This is an opportunity to see projects and hear students present what they have been working on across their classes.

5. Oct. 20 - is EBIA Cafelito - Cafelitos are an opportunity for families to talk with the EBIA administrative team in an informal setting, raise questions, hear school planning updates and engage with our Parent Advisory Council. Our third one of the year will be held on Friday, Oct. 20th from 8:30-9:30am at our Upper School.

6. Oct. 23rd - 30th - EBIA's Fall Intersession program will occur from Oct. 23rd - 30th

7. Oct. 27 - Day of the Dead Fiesta 6PM - 9PM. An event filled with Latino dance performances from local professionals, Hispanic/Latino art and food, and end with dancing to Latin inspired music.

X. Closing Items

A. Adjourn Meeting	Vote	Rochelle Benning	1
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Cover Sheet

Approve Minutes

Section: I. Opening Items
Item: C. Approve Minutes
Purpose: Approve Minutes
Submitted by:



East Bay Innovation Academy

Minutes

RESCHEDULED: September Board Meeting

Date and Time

Thursday September 21, 2017 at 7:30 PM

Location

3400 Malcolm Avenue, Oakland, CA 94605

Directors Present

Julia Gitis, Kate Doyle, Kelly Garcia, Ken Berrick, Laurie Jacobson Jones, Rochelle Benning (remote), Tom Pryor

Directors Absent

Gary Borden

Directors Arrived Late

Ken Berrick

Guests Present

Devin Krugman, Michelle Cho

I. Opening Items

A. Record Attendance and Guests

B. Call the Meeting to Order

Kelly Garcia called a meeting of the board of directors of East Bay Innovation Academy to order on Thursday Sep 21, 2017 @ 7:36 PM at 3400 Malcolm Avenue, Oakland, CA 94605.

C. Approve Minutes - August 16, 2017 Board Meeting

Laurie Jacobson Jones made a motion to approve minutes from the Board Meeting on 08-16-17.

Kate Doyle seconded the motion.

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

D. Approve Minutes - August 31, 2017 Special Board Meeting

Kelly Garcia made a motion to approve minutes from the Special Board Meeting on 08-31-17.

Laurie Jacobson Jones seconded the motion.

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

E. Adjourn Public Session

Laurie Jacobson Jones made a motion to Move to closed session.

Kate Doyle seconded the motion.

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

II. Closed Session Pursuant to 54957

A. Open Closed Session and Record Attendance

Closed session called to order. No change to attendees or their status from the opening of open session at 7:30PM.

B. Consideration of Services for Student #3163679627

Ken Berrick arrived late.

C. Adjourn Closed Session

Vote

Laurie Jacobson Jones made a motion to adjourn the session.

Julia Gitis seconded the motion.

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

III. Resume Open Session

A. Record Attendance

B. Report on Closed Session

We had a closed session. No recordable action was taken.

C. Public Comment

An EBIA parent of a 6th grader and 9th grader said their kids are loving school this year.

IV. Academic Excellence

A. 2017 - 2018 Enrollment Update

Michelle provided an enrollment update. See board slides for details.

B. Fall Baseline Data

Devin presented Fall 2017 Academic Baseline Data. See board slides for details.

C. Special Education Update

Devin provided an IEP Services Overview. See board slides for details.

D. Intersession Update

Devin provided an update on Intersession which is coming up soon. See board slides for more details.

E. Student Recruitment Kick Off

Michelle provided an enrollment update. Efforts for 2018-2019 are underway. We have partnered with EOC (Enroll Oakland Charter) which makes it easy for parents to sign up.

V. Facility

A. Facility Updates for 2017-2018 School Year

Michelle provided a facilities update. There is a learning curve moving from an OUSD facility to a private lease, and where the space is shared and the landlord is on site.

B. Facilities Planning for 2018-2019

Shelley provided a facilities update. We are in negotiation with the district for a long-term lease.

VI. Finance

A. Monthly Financial Report through YTD August 2017

Michelle provided a financial update. The current forecast has a deficit of \$175k to \$350k. See board slides for details.

B. Fiscal 2017 - 2018 Plan Update

Michelle gave a fiscal year update. See board slides for details.

C. Development for 2017-2018

This discussion will continue into the next board meeting. The board needs to be creative with fundraising this year.

VII. Governance

A. EBIA Enrollment Preferences

Shelley provided an update. Historically EBIA hasn't been eligible for SB 740 funding.

Laurie Jacobson Jones made a motion to approve changes to our enrollment preferences.

Kate Doyle seconded the motion.

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

B. Consent Agenda

Ken Berrick made a motion to approve the consent agenda.

Tom Pryor seconded the motion.

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

VIII. Other Business

A. Public Comment

The Giving Drive starts in October.

B. Events and Dates to Watch

IX. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 10:13 PM.

Respectfully Submitted,
Julia Gitis

Cover Sheet

Intersession - EBIA Changemakers

Section: IV. Academic Excellence
Item: A. Intersession - EBIA Changemakers
Purpose: Discuss
Submitted by:
Related Material: Oct2017.BoardPacket.AcademicExcellence.pptx



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Academic Excellence

EBIA Team Updates, October 2017



EAST BAY
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ACADEMY

Fall 2017 Intersession Programming

Fall Intersession Programming

Lower School – EBIA Changemakers

- STEAM-centered service learning
- 6th Grade – sampler of all programs
- 7th/8th Grade – Student selected, weeklong programs

Upper School – EBIA Connect

- STEAM-centered college and career prep
- Track 1 – Participation in pre-designed program
- Track 2 – Internship and independent study
- Track 3 – Credit recovery

Fall Intersession Programming

Lower School – 6th Grade

Project	Description
Improv for Public Speaking	Build improv skills with Berkeley Rep School of Theatre! Using theatre games, listening exercises, and narrative scenes, this physical workshop will improve performance skills AND help build public performance confidence.
Oakland TURF Dancers	TURF dancing is a dance style created by Oakland youth to express and empower ourselves through movement and art. TURF dancing is a combination of boogaloo, miming, breakdancing, footwork, house dancing, and storytelling. Learn about our community and this unique Oakland dance style from TURF Inc. founder Johnny 5.
Rains to Roots	Have you ever noticed where all the water goes when it rains in our cities? Where did water go before we built cities? What happens when there is a lot of water? Explore these questions and more through the Rains to Roots program, with The Watershed Project.
Revolution Lab Community Outreach	Work with Cycles of Change in the Revolution Lab: Bike Shop, along with a number of folks from the bike community to fix and donate bikes.
Whole Human Project	WHO ARE YOU? There are lots of ways to answer this question! Identity includes (but is not limited to) religion, family, hobbies, gender and SO much more. Work with The Whole Human Project as we explore different aspects of our identities and ways to be an ally (or supporter) for folks in our communities.

Fall Intersession Programming

Lower School – 7th/8th Grade

Project	Description
Graphic Artists	Inspire your community to recycle! Let your imagination run wild in this drawing and printmaking class. Students will learn different pen, ink and printmaking techniques to create their own comic strips and posters to inspire their community to do their part.
Media Team	Be apart of our intersession media team. Tell the story of EBIA Changemakers and reach out to the community to raise awareness about the work being done.
Mural	Design and create an outside mural for EBIA.
NegusWorld: Hip Hop and Video	Change the world through Hip Hop. Connect with people and groups around the world as we learn more about humanity thorough Hip Hop while creating videos. Become a youth humanitarian with Johwell St. Cilien, co-founder of NegusWorld. Negus Up! Nigist Up!
Oakland Zoo Service Project	Students will experience the “working side” of the daily zoo life. Working with Zoo’s Animal Care and Horticulture Departments, students will be performing various tasks such as gardening and maintenance of the grounds, cleaning of the animal exhibits, and making enrichment for the animals. Along with their volunteer work, students will get to observe animals up close and learn about how the Zoo cares for their animals!
Our Land: Farms and Parks	Get to know your public lands working and exploring at a local park and community farm. Work with farmers Jon and Evan on different farming projects at EBIA, UC Gill Tract Community Farm. Spend a day with one day at Tilden Park with naturalist Sara Fetterly.
Question Everything	Learn about social and environmental justice by studying yourself and your environment with Malik Diamond.
Social Justice Theater	Are you interested in social justice and sharpening your public speaking skills? Make your voice heard by creating skits and/or monologues that tackle some of the social justice concerns in our community through improv, acting, public speaking and writing to create a piece to present with Berkeley Rep School of Theater.
Trash Can Art	Come beautify the trash cans. Turn an eye sour into eye candy with mosaic tiles and grout.

Fall Intersession Programming

Upper School

Project	Description
Independent Study and Learnerships	Student arranged independent study projects. Intern or volunteer with a company or organization. Requirement of at least 30 hours.
EBIA Startup	Start your own company. Students will design, develop, and pitch to judges a 'new, unique, innovative product or service' to solve specific design challenges in connection with the World Series of Innovation Competition and the Network for Teaching Entrepreneurship Alumni.
Fly Freedom Makers	Transform our community for the better by learning how to develop a socially minded businesses through games, innovation brainstorms, and collaboration with Hope Lehman, founder of Fresh to Def Collection.
Intersession Project Interns	Work with instructors from partner organizations to support a group of EBIA middle school students in completing their STEAMfest Intersession Projects focused on Arts, Engineering, and the Design Thinking Process. Students will work with small groups or 1-on-1 to support middle schoolers as part of the larger Intersession project group.
Makerspace Build	If you had the opportunity to build a makerspace, how would you do it? What would your workstations look like? How would you store your equipment? Answer these questions and more with industrial artist Ken Griswa in the hands-on-building project as you build EBIA's new makerspace at our Upper School campus.
Wearable Tech Fashion Design	A billion dollar business, Wearable Technology is BIG and getting bigger. Join us as we make our own wearable circuits and products with fixes for sports, fashion, heathcare, and more. We'll combine programming, circuits, and overall design to develop ideas just like real silicon valley hackers do in hackathons.
Theater Performance Lab	Bring your personal narrative to life with Berkeley Rep School of Theatre! Through movement exercises, writing, script analysis and character development create a short play that is rooted in a topic or theme that speaks to your group.
Credit Recovery	Those students in need of credit recovery will work on personalized coursework with assigned EBIA staff.

Cover Sheet

September Finance Update

Section: V. Finance
Item: A. September Finance Update
Purpose: Discuss
Submitted by:
Related Material: EBIA-17-18 financial summary for Oct board meeting.pdf
EBIA-SEPT financials-2017.10.16 DRAFT YTD.pdf
EBIA-SEPT financials-2017.10.17 CF.pdf



Financial Update SY 2017-18

EBIA, October 2017

Agenda

- September actuals
- Current forecast for FY 2017-18
- Cash update

Q1 results: 20% of forecast spent

- Revenues: PENSEC first apportionment arrived earlier than expected (\$146K); Measure N first disbursement arrived (\$41K)
- Payroll and benefits stabilizing around \$320K
- Service invoices slowly coming in, legal and communications running high YTD

	Jul	Aug	Sep	Actual YTD	Budget YTD	Variance (YTD less Budget)
SUMMARY						
Revenue						
LCFF Entitlement	-	166,586	368,789	535,375	388,855	146,520
Federal Revenue	-	-	2,227	2,227	1,623	604
Other State Revenues	10,026	9,925	18,091	38,042	20,280	17,763
Local Revenues	0	10,892	43,268	54,160	4,966	49,195
Fundraising and Grants	1,101	16,496	7,152	24,750	37,535	(12,785)
Total Revenue	11,128	203,899	439,527	654,554	453,259	201,295
Expenses						
Compensation and Benefits	108,763	298,002	326,531	733,296	740,651	7,355
Books and Supplies	60,408	56,713	10,994	128,115	123,760	(4,355)
Services and Other Operating Expenditures	66,157	95,251	91,309	252,717	335,239	82,522
Depreciation	-	-	-	-	-	-
Total Expenses	235,328	449,967	428,834	1,114,128	1,199,650	85,521
Operating Income	(224,200)	(246,067)	10,693	(459,574)	(746,391)	286,816

Action item: balancing the current forecast

- Enrollment/ADA further adjusted down by three (-\$30K)
- Expenses: increase in consultant fees (Upper School supervision, Measure N), increase in ops support
- Aiming for revised budget approval in November, with plans for closing the gap (increase revenues, decrease expenses)

	Approved Budget	Previous Month's Forecast	Current Forecast	(Previous vs. Current Forecast)	Forecast Remaining
SUMMARY					
Revenue					
LCFF Entitlement	3,876,091	3,857,408	3,827,002	(30,405)	3,291,627
Federal Revenue	356,007	258,786	284,055	25,269	281,828
Other State Revenues	409,285	602,105	600,935	(1,171)	562,892
Local Revenues	179,434	167,391	164,702	(2,689)	110,542
Fundraising and Grants	465,350	464,300	463,250	(1,050)	438,500
Total Revenue	5,286,166	5,349,990	5,339,944	(10,045)	4,685,390
Expenses					
Compensation and Benefits	3,477,931	3,521,120	3,538,777	(17,656)	2,805,481
Books and Supplies	219,533	246,803	245,928	875	117,813
Services and Other Operating Expenditures	1,554,613	1,776,879	1,779,514	(2,636)	1,526,797
Depreciation	-	-	-	-	-
Total Expenses	5,252,077	5,544,802	5,564,219	(19,417)	4,450,091
Operating Income	34,090	(194,813)	(224,275)	(29,462)	235,299

* Current projection assumes 50% of the Seneca contract will be expended.

Cash expected to be tight around February

- Cash management needed through spring: cash days on hand less than 30 days due to upfront expenses and change in expense timing
- Ending Sept: \$276K

	Jul Actual	Aug Actual	Sep Actual	Oct Projected	Nov Projected	Dec Projected	Jan Projected	Feb Projected	Mar Projected	Apr Projected	May Projected	Jun Projected
Beginning Cash	399,540	387,492	215,785	275,562	252,401	274,080	117,264	54,272	25,359	52,147	51,660	268,273
Total Revenue	11,128	203,899	439,527	474,064	449,498	319,409	382,934	437,707	501,515	430,908	613,705	407,715
Total Expenses	235,328	462,142	430,070	547,815	458,975	491,263	458,878	485,823	493,929	444,348	416,295	478,676
Operating Cash Inflow (Outflow)	(224,200)	(258,242)	9,457	(73,751)	(9,477)	(171,854)	(75,944)	(48,116)	7,586	(13,439)	197,410	(70,961)
Revenues - Prior Year Accruals	329,290	99,493	686	37,637	18,204	2,085	-	-	-	-	-	-
Expenses - Prior Year Accruals	(838)	(0)	-	-	-	-	-	-	-	-	-	-
Accounts Receivable - Current Year	-	-	-	-	-	-	-	-	-	-	-	-
Accounts Payable - Current Year	(88,497)	(25,579)	37,803	-	-	-	-	-	-	-	-	-
Summerholdback for Teachers	(73,542)	12,622	11,832	19,203	19,203	19,203	19,203	19,203	19,203	19,203	19,203	19,203
Loans Payable (Current)	-	-	-	-	-	-	-	-	-	-	-	-
Loans Payable (Long Term)	-	-	-	(6,250)	(6,250)	(6,250)	(6,250)	-	-	(6,250)	-	-
Capital Leases Payable	-	-	-	-	-	-	-	-	-	-	-	-
Other Long Term Debt	-	-	-	-	-	-	-	-	-	-	-	-
Capital Expenditure & Depreciation	-	-	-	-	-	-	-	-	-	-	-	-
Other Balance Sheet Changes	45,740	-	-	-	-	-	-	-	-	-	-	-
Ending Cash	387,492	215,785	275,562	252,401	274,080	117,264	54,272	25,359	52,147	51,660	268,273	216,514

East Bay Innovation Academy

Budget vs. Actuals
As of September close

	Actual			Budget vs. Actual			Budget			(Previous vs. Current Forecast)	Forecast Remaining	% of Forecast Spent
	Jul	Aug	Sep	Actual YTD	Budget YTD	Variance (YTD less Budget)	Approved Budget	Previous Month's Forecast	Current Forecast			
SUMMARY												
Revenue												
LCFF Entitlement	-	166,586	368,789	535,375	388,855	146,520	3,876,091	3,857,408	3,827,002	(30,405)	3,291,627	14%
Federal Revenue	-	-	2,227	2,227	1,623	604	356,007	258,786	284,055	25,269	281,828	1%
Other State Revenues	10,026	9,925	18,091	38,042	20,280	17,763	409,285	602,105	600,935	(1,171)	562,892	6%
Local Revenues	0	10,892	43,268	54,160	4,966	49,195	179,434	167,391	164,702	(2,689)	110,542	33%
Fundraising and Grants	1,101	16,496	7,152	24,750	37,535	(12,785)	465,350	464,300	463,250	(1,050)	438,500	5%
Total Revenue	11,128	203,899	439,527	654,554	453,259	201,295	5,286,166	5,349,990	5,339,944	(10,045)	4,685,390	12%
Expenses												
Compensation and Benefits	108,763	298,002	318,546	725,311	740,651	15,340	3,477,931	3,521,120	3,538,777	(17,656)	2,813,466	20%
Books and Supplies	60,408	56,713	14,528	131,650	123,760	(7,890)	219,533	246,803	245,928	875	114,278	54%
Services and Other Operating Expenditures	66,157	95,251	95,760	257,168	335,239	78,071	1,554,613	1,776,879	1,779,514	(2,636)	1,522,347	14%
Depreciation	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenses	235,328	449,967	428,834	1,114,128	1,199,650	85,521	5,252,077	5,544,802	5,564,219	(19,417)	4,450,091	20%
Operating Income	(224,200)	(246,067)	10,693	(459,574)	(746,391)	286,816	34,090	(194,813)	(224,275)	(29,462)	235,299	
Fund Balance												
Beginning Balance (Unaudited)	459,820	235,620	(10,447)	459,820	459,820		459,820	459,820	459,820			
Audit Adjustment	-	-	-	-	-		-	-	-			
Beginning Balance (Audited)	459,820			459,820	459,820		459,820	459,820	459,820			
Operating Income	(224,200)	(246,067)	10,693	(459,574)	(746,391)		34,090	(194,813)	(224,275)			
Ending Fund Balance	235,620	(10,447)	246	246	(286,571)		493,910	265,007	235,545			
Capital Outlay	-	12,175	1,236	13,411	-		-	15,000	15,000			89%

East Bay Innovation Academy

Budget vs. Actuals
As of September close

Detail	Actual			Budget vs. Actual			Budget			(Previous vs. Current Forecast)	Forecast Remaining	% of Forecast Spent
	Jul	Aug	Sep	Actual YTD	Budget YTD	Variance (YTD less Budget)	Approved Budget	Previous Month's Forecast	Current Forecast			
Enrollment Breakdown			M1									
6			125				124	124	124	-		
7			121				124	121	121	-		
8			119				118	119	119	-		
9			83				70	79	78	(1)		
10			49				65	55	53	(2)		
Enrollment Summary												
4-6			125				124	124	124	-		
7-8			240				242	240	240	-		
9-12			132				135	134	131	(3)		
Total Enrolled			497				501	498	495	(3)		
ADA %												
4-6			98.0%				96%	96%	96%			
7-8			97.9%				96%	96%	96%			
9-12			96.9%				92%	92%	92%			
Average							95%	95%	95%			
ADA												
4-6			118.2				119.0	119.0	119.0			
7-8			237.8				232.3	230.4	230.4			
9-12			129.9				124.2	123.3	120.5			
Total ADA			485.9				475.6	472.7	470.0			
Demographic Information												
Prior Year												
ADA (P-2)							404	404	404			
CALPADS Enrollment (for unduplicated % calc)							419	419	419			
# Unduplicated Count (CALPADS)							90	94	94			
# Free & Reduced Lunch (FRL) (CALPADS)							58	58	58			
# ELL (CALPADS)							21	21	21			
Current Year							-	-	-			
CALPADS Enrollment (for unduplicated % calc)							419	498	495			
# Unduplicated Count (CALPADS)							90	112	103			
# Free & Reduced Lunch (FRL) (CALPADS)							58	69	69			
# ELL (CALPADS)							21	25	25			
New Students							82	79	76			

East Bay Innovation Academy

Budget vs. Actuals
As of September close

		Actual			Budget vs. Actual			Budget					
		Jul	Aug	Sep	Actual YTD	Budget YTD	Variance (YTD less Budget)	Approved Budget	Previous Month's Forecast	Current Forecast	(Previous vs. Current Forecast)	Forecast Remaining	% of Forecast Spent
REVENUE													
LCFF Entitlement													
8011	Charter Schools LCFF - State Aid	-	110,902	257,422	368,324	221,804	146,520	2,692,503	2,683,644	2,660,092	(23,552)	2,291,768	14%
8012	Education Protection Account Entitlement	-	-	-	-	-	-	95,112	94,544	93,992	(552)	93,992	0%
8096	Charter Schools in Lieu of Property Taxes	-	55,684	111,367	167,051	167,051	(0)	1,088,476	1,079,220	1,072,919	(6,301)	905,868	16%
SUBTOTAL - LCFF Entitlement		-	166,586	368,789	535,375	388,855	146,520	3,876,091	3,857,408	3,827,002	(30,405)	3,291,627	14%
8100 Federal Revenue													
8181	Special Education - Entitlement	-	-	-	-	-	-	52,375	52,375	52,375	-	52,375	0%
8182	Special Education Reimbursement	-	-	-	-	-	-	270,000	172,779	198,048	25,269	198,048	0%
8220	Child Nutrition Programs	-	-	2,227	2,227	1,623	604	16,232	16,232	16,232	-	14,005	14%
8291	Title I	-	-	-	-	-	-	16,530	16,530	16,530	-	16,530	0%
8292	Title II	-	-	-	-	-	-	870	870	870	-	870	0%
SUBTOTAL - Federal Income		-	-	2,227	2,227	1,623	604	356,007	258,786	284,055	25,269	281,828	1%
8300 Other State Revenues													
8319	Other State Apportionments - Prior Years	101	-	90	191	-	191	-	101	191	90	-	100%
8381	Special Education - Entitlement (State)	9,925	9,925	17,864	37,714	20,280	17,434	244,438	242,978	241,559	(1,419)	203,845	16%
8382	Special Education Reimbursement (State)	-	-	-	-	-	-	65,718	71,280	71,280	-	71,280	0%
8520	Child Nutrition - State	-	-	137	137.15	-	137	2,029	2,017	2,005	(12)	1,868	7%
8545	School Facilities Apportionments	-	-	-	-	-	-	-	127,748	127,748	-	127,748	0%
8550	Mandated Cost Reimbursements	-	-	-	-	-	-	7,219	68,637	69,329	692	69,329	0%
8560	State Lottery Revenue	-	-	-	-	-	-	89,881	89,344	88,822	(522)	88,822	0%
SUBTOTAL - Other State Income		10,026	9,925	18,091	38,042	20,280	17,763	409,285	602,105	600,935	(1,171)	562,892	6%
8600 Other Local Revenue													
8634	Food Service Sales	-	-	1,903	1,903	1,217	686	12,174	8,068	8,019	(49)	6,116	24%
8660	Interest	0	0	0	0	0	0	1	1	1	-	0.89	32%
8690	Other Local Revenue	-	-	-	-	-	-	15,030	14,940	14,850	(90)	14,850.00	0%
8699	All Other Local Revenue	-	6,000	-	6,000	-	6,000	-	6,000	6,000	-	-	100%
8701	Oakland Measure N	-	-	41,183	41,183	-	41,183	114,750	113,900	111,350	(2,550)	70,168	37%
8703	Oakland Measure G1	-	-	-	-	3,748	(3,748)	37,478	24,482	24,482	-	24,482	0%
8999	Uncategorized Revenue	-	4,892	182	5,074	-	5,074	-	-	-	-	(5,074)	
SUBTOTAL - Local Revenues		0	10,892	43,268	54,160	4,966	49,195	179,434	167,391	164,702	(2,689)	110,542	33%
8800 Donations/Fundraising													
8801	Donations - Parents	1,001	1,167	4,470	6,638	17,535	(10,897)	175,350	174,300	173,250	(1,050)	166,612	4%
8802	Donations - Private	100	15,224	2,682	18,006	15,000	3,006	240,000	240,000	240,000	-	221,994	8%
8803	Fundraising	-	106	-	106	5,000	(4,894)	50,000	50,000	50,000	-	49,894	0%
SUBTOTAL - Fundraising and Grants		1,101	16,496	7,152	24,750	37,535	(12,785)	465,350	464,300	463,250	(1,050)	438,500	5%
TOTAL REVENUE		11,128	203,899	439,527	654,554	453,259	201,295	5,286,166	5,349,990	5,339,944	(10,045)	4,685,390	12%

East Bay Innovation Academy

Budget vs. Actuals

As of September close

	Actual			Budget vs. Actual			Budget						
	Jul	Aug	Sep	Actual YTD	Budget YTD	Variance (YTD less Budget)	Approved Budget	Previous Month's Forecast	Current Forecast	(Previous vs. Current Forecast)	Forecast Remaining	% of Forecast Spent	
EXPENSES													
Compensation & Benefits													
1000	Certificated Salaries	-	-	-									
1100	Teachers Salaries	6,272	136,576	143,250	286,097	289,776	3,678	1,453,878	1,552,056	1,540,451	11,605	1,254,353	19%
1103	Teacher - Substitute Pay	-	-	-	-	6,835	6,835	37,591	37,591	30,756	6,835	30,756	0%
1111	Teacher - Bonus	-	-	-	-	-	-	28,998	28,998	28,998	-	28,998	0%
1148	Teacher - Special Ed	1,380	18,802	20,311	40,493	32,502	(7,992)	227,510	198,846	201,846	(3,000)	161,353	20%
1150	Teacher - Summer School	-	-	-	-	13,200	13,200	13,200	13,200	13,200	-	13,200	0%
1300	Certificated Supervisor & Administrator Salaries	11,025	11,158	15,208	37,392	33,475	(3,917)	133,900	133,900	159,100	(25,200)	121,708	24%
1311	Cert Admin - DESEL, Curr. Instr.	25,837	21,667	21,501	69,005	69,003	(3)	276,010	258,010	258,010	-	189,005	27%
1322	Cert Admin - Bonus	-	-	-	-	-	-	12,297	12,297	12,297	-	12,297	0%
1940	Other Cert - UL Dean of Students	-	-	-	-	8,000	8,000	80,000	-	-	-	-	-
SUBTOTAL - Certificated Employees		44,514	188,204	200,270	432,987	452,789	19,802	2,263,384	2,234,898	2,244,658	(9,760)	1,811,670	19%
2000 Classified Salaries													
2104	Classified - SPED	6,000	12,941	13,149	32,090	28,634	(3,456)	143,172	122,632	124,264	(1,632)	92,174	26%
2105	Classified - Enrichment	851	-	5,833	6,684	5,833	(851)	58,333	58,333	58,333	-	51,649	11%
2300	Classified Supervisor & Administrator Salaries	2,610	14,264	13,784	30,658	31,250	592	125,000	181,783	181,783	-	151,125	17%
2311	Classified Admin - Bonus	-	-	-	-	-	-	3,750	3,750	3,750	-	3,750	0%
2400	Classified Clerical & Office Salaries	6,303	10,819	9,122	26,243	21,000	(5,243)	94,080	106,060	106,060	-	79,817	25%
2401	Classified Clerical & Office Salaries - Bonus	-	-	-	-	-	-	6,120	6,120	6,120	-	6,120	0%
2402	Classified Clerical & Office Salaries - Community Enga	5,896	5,896	5,896	17,688	17,688	(0)	70,750	70,750	70,750	-	53,062	25%
2403	Classified Clerical & Office Salaries - Tech Coordinator	-	-	-	-	3,818	3,818	21,000	-	-	-	-	-
2905	Other Classified - After School	-	7,916	6,007	13,923	5,670	(8,253)	28,350	57,960	57,960	-	44,037	24%
2928	Other Classified - Food	-	323	1,616	1,939	3,232	1,293	16,160	16,160	16,160	-	14,221	12%
SUBTOTAL - Classified Employees		21,659	52,159	55,407	129,226	117,125	(12,100)	566,715	623,549	625,181	(1,632)	495,955	21%
3000 Employee Benefits													
3100	STRS	3,355	28,674	27,806	59,835	62,210	2,375	297,046	315,209	312,981	2,228	253,146	19%
3300	OASDI-Medicare-Alternative	3,294	8,977	7,500	19,771	14,902	(4,868)	89,252	83,595	85,430	(1,835)	65,660	23%
3400	Health & Welfare Benefits	35,802	14,450	21,275	71,528	67,874	(3,654)	203,622	209,278	215,498	(6,220)	143,970	33%
3500	Unemployment Insurance	138	5,538	964	6,640	10,892	4,251	23,951	20,290	20,591	(301)	13,951	32%
3600	Workers Comp Insurance	-	-	5,324	5,324	14,858	9,534	33,961	34,301	34,438	(137)	29,114	15%
SUBTOTAL - Employee Benefits		42,590	57,639	62,869	163,098	170,736	7,638	647,832	662,674	668,938	(6,264)	505,840	24%

East Bay Innovation Academy

Budget vs. Actuals

As of September close

	Actual			Budget vs. Actual			Budget			(Previous vs. Current Forecast)	Forecast Remaining	% of Forecast Spent
	Jul	Aug	Sep	Actual YTD	Budget YTD	Variance (YTD less Budget)	Approved Budget	Previous Month's Forecast	Current Forecast			
4000 Books & Supplies												
4100 Approved Textbooks & Core Curricula Materials	533	361	1,607	2,501	11,038	8,537	13,798	11,715	11,632	83	9,131.30	22%
4200 Books & Other Reference Materials	-	-	-	-	1,096	1,096	2,191	2,337	2,337	-	2,337.37	0%
4300 Materials & Supplies	46	5,213	5,725	10,984	7,895	(3,089)	15,791	15,696	15,601	95	4,617.61	70%
4320 Educational Software	29,897	5,223	177	35,297	29,600	(5,697)	37,000	50,000	50,000	-	14,703	71%
4330 Office Supplies	473	843	2,234	3,551	4,509	958	18,036	17,928	17,820	108	14,269	20%
4352 Quest (After School)	(500)	-	44	(456)	1,275	1,731	5,100	5,100	5,100	-	5,555.79	-9%
4400 Noncapitalized Equipment	-	-	-	-	2,964	2,964	11,854	11,854	11,854	-	11,854.05	0%
4410 Classroom Furniture, Equipment & Supplies	3,430	8,621	(446)	11,606	6,691	(4,915)	8,364	16,364	16,364	-	4,757.95	71%
4420 Computers (individual items less than \$5k)	26,449	23,105	6,003	55,557	47,560	(7,997)	58,000	57,653	57,305	347	1,748	97%
4423 Staff Computers	80	6,470	(6,032)	519	7,005	6,486	8,543	8,543	8,543	-	8,024.02	6%
4425 Classroom Noncapitalized items 2	-	-	-	-	-	-	-	-	-	-	-	-
4430 Non Classroom Related Furniture, Equipment & Suppli	-	6,081	(1,368)	4,713	69	(4,644)	275	8,275	8,275	-	3,562.33	57%
4710 Student Food Services	-	478	2,675	3,153	4,058	905	40,581	40,338	40,095	243	36,942.06	8%
4720 Other Food	-	317	3,908	4,225	-	(4,225)	-	1,000	1,000	-	(3,225)	422%
SUBTOTAL - Books and Supplies	60,408	56,713	14,528	131,650	123,760	(7,890)	219,533	246,803	245,928	875	114,278	54%

East Bay Innovation Academy

Budget vs. Actuals

As of September close

	Actual			Budget vs. Actual			Budget			(Previous vs. Current Forecast)	Forecast Remaining	% of Forecast Spent
	Jul	Aug	Sep	Actual YTD	Budget YTD	Variance (YTD less Budget)	Approved Budget	Previous Month's Forecast	Current Forecast			
5000 Services & Other Operating Expenses												
5220 Travel and Lodging	-	267	-	267	228	(39)	2,283	2,435	2,435	-	2,168	11%
5300 Dues & Memberships	-	-	970	970	617	(353)	6,172	6,172	6,172	-	5,202	16%
5450 Insurance - Other	16,054	-	5,380	21,434	14,478	(6,956)	33,092	32,893	32,695	198	11,261.30	66%
5515 Janitorial, Gardening Services & Supplies	404	219	1,460	2,082	14,962	12,879	149,616	149,616	115,000	34,616	112,918	2%
5535 Utilities - All Utilities	2,161	2,844	9,720	14,725	25,948	11,223	103,793	103,793	103,793	-	89,068	14%
5610 Rent	-	20,441	15,537	35,978	-	(35,978)	-	151,106	151,106	-	115,128	24%
5611 Prop 39 Related Costs	-	-	-	-	48,708	48,708	194,833	127,488	126,720	768	126,720	0%
5615 Repairs and Maintenance - Building	3,605	4,046	(7,155)	497	422	(74)	4,225	4,225	4,225	-	3,728	12%
5616 Repairs and Maintenance - Computers	21,361	499	-	21,859	-	(21,859)	22,000	22,000	22,000	-	141	99%
5803 Accounting Fees	-	-	-	-	-	-	8,405	8,405	8,405	-	8,405	0%
5809 Banking Fees	188	59	245	492	209	(283)	834	834	834	-	343	59%
5810 Intersession	(800)	-	800	-	34,444	34,444	137,775	136,950	136,125	825	136,125	0%
5812 Business Services	7,000	7,000	7,000	21,000	21,000	-	84,000	84,000	84,000	-	63,000.00	25%
5815 Consultants - Instructional	-	5,519	5,260	10,779	22,500	11,721	45,000	45,000	50,000	(5,000)	39,221	22%
5820 Consultants - Non Instructional - Custom 1	-	5,376	109	5,484	-	(5,484)	-	10,000	10,000	-	4,515.64	55%
5824 District Oversight Fees	-	-	-	-	9,690	9,690	38,761	38,574	38,270	304	38,270	0%
5836 Fingerprinting	-	824	52	876	2,132	1,256	2,665	2,680	1,345	1,335	469	65%
5839 Fundraising Expenses	297	270	-	567	1,508	941	15,076	15,076	15,076	-	14,509.29	4%
5845 Legal Fees	-	15,187	7,827	23,014	5,280	(17,734)	52,800	52,800	52,800	-	29,786	44%
5851 Marketing and Student Recruiting	-	-	756	756	209	(547)	2,091	2,015	1,938	77	1,181.61	39%
5857 Payroll Fees	282	690	621	1,593	1,040	(553)	4,162	4,162	4,162	-	2,568	38%
5860 Printing and Reproduction	-	-	-	-	19	19	189	189	189	-	189	0%
5861 Prior Yr Exp (not accrued)	-	309	2,230	2,538.98	-	(2,539)	-	309	2,539	(2,230)	-	100%
5863 Professional Development	658	6,040	495	7,193	6,478	(714)	25,913	25,913	28,913	(3,000)	21,720.29	25%
5866 SPED MH Day/NPS Services	-	414	23,614	24,028	95,000	70,972	380,000	309,905	335,876	(25,972)	311,848	7%
5869 Special Education Contract Instructors	-	354	3,054	3,408	12,196	8,788	121,962	323,462	323,462	-	320,054	1%
5872 Special Education Encroachment	-	-	-	-	-	-	9,987	9,987	11,757	(1,770)	11,757	0%
5875 Staff Recruiting	465	391	438	1,294	440	(853)	4,402	4,402	4,402	-	3,108.38	29%
5878 Student Assessment	9,594	-	(2,979)	6,615	200	(6,415)	2,000	10,000	10,000	-	3,385	66%
5881 Student Information System	-	14,676	2,250	16,926	7,500	(9,426)	30,000	20,000	20,000	-	3,074	85%
5884 Substitutes	-	-	1,732	1,732	1,503	(229)	15,030	14,940	14,850	90	13,117.83	12%
5887 Technology Services	751	106	11,355	12,212	3,754	(8,458)	37,536	37,536	37,536	-	25,323.96	33%
5899 Miscellaneous Operating Expenses	-	8,404	(158)	8,246	-	(8,246)	-	-	-	-	(8,246)	
5900 Communications	2,667	1,099	5,849	9,615	4,590	(5,025)	18,360	18,360	21,360	(3,000)	11,745.18	45%
5905 Communications - Cell Phones	-	-	-	-	31	31	122	122	-	122	-	
5915 Postage and Delivery	501	216	270	987	153	(834)	1,530	1,530	1,530	-	543	65%
SUBTOTAL - Services & Other Operating Exp.	66,157	95,251	95,760	257,168	335,239	78,071	1,554,613	1,776,879	1,779,514	(2,636)	1,522,347	14%

East Bay Innovation Academy

Budget vs. Actuals

As of September close

	Actual			Budget vs. Actual			Budget			(Previous vs. Current Forecast)	Forecast Remaining	% of Forecast Spent
	Jul	Aug	Sep	Actual YTD	Budget YTD	Variance (YTD less Budget)	Approved Budget	Previous Month's Forecast	Current Forecast			
6000 Capital Outlay												
6100 Sites & Improvement of Sites	-	12,175	1,236	13,411	-	(13,411)	-	15,000	15,000	-	1,588.93	89%
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	-	12,175	1,236	13,411	-	(13,411)	-	15,000	15,000	-	1,589	89%
TOTAL EXPENSES	235,328	462,142	430,070	1,127,539	1,199,650	72,110	5,252,077	5,559,802	5,579,219	(19,417)	4,451,680	20%
6900 Total Depreciation (includes Prior Years)	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENSES including Depreciation	235,328	449,967	428,834	1,114,128	1,199,650	85,521	5,252,077	5,544,802	5,564,219	(19,417)	4,450,091	20%

East Bay Innovation Academy
 Monthly Cash Forecast
 As of September close

	2017/18												Forecast	AP/AR
	Actual & Projected													
	Jul Actual	Aug Actual	Sep Actual	Oct Projected	Nov Projected	Dec Projected	Jan Projected	Feb Projected	Mar Projected	Apr Projected	May Projected	Jun Projected		
Beginning Cash	399,540	387,492	215,785	275,562	252,401	274,080	117,264	54,272	25,359	52,147	51,660	268,273		
Revenue														
LCFF Entitlement	-	166,586	368,789	311,140	273,869	273,869	330,568	273,869	419,559	338,853	338,853	338,853	3,827,002	392,194
Federal Income	-	-	2,227	3,746	51,135	1,623	5,973	51,135	27,811	5,973	1,623	14,717	284,055	118,091
Other State Income	10,026	9,925	18,091	70,354	82,333	18,459	18,459	79,770	26,212	58,149	45,295	26,212	600,935	137,650
Local Revenues	0	10,892	43,268	67,774	18,105	1,402	3,877	3,877	3,877	3,877	3,877	3,877	164,702	-
Fundraising and Grants	1,101	16,496	7,152	21,051	24,056	24,056	24,056	29,056	24,056	24,056	224,056	24,056	463,250	20,000
Total Revenue	11,128	203,899	439,527	474,064	449,498	319,409	382,934	437,707	501,515	430,908	613,705	407,715	5,339,944	667,935
Expenses														
Compensation & Benefits	108,763	298,002	326,531	320,045	314,277	314,277	322,513	315,306	315,306	311,048	313,590	279,117	3,538,777	-
Books & Supplies	60,408	56,713	10,994	14,479	12,917	12,917	12,917	12,917	12,917	12,917	12,917	12,917	245,928	-
Services & Other Operating Expenses	66,157	95,251	91,309	211,701	131,781	164,070	123,448	157,600	165,706	120,383	89,788	186,643	1,779,514	175,677
Capital Outlay	-	12,175	1,236	1,589	-	-	-	-	-	-	-	-	15,000	-
Total Expenses	235,328	462,142	430,070	547,815	458,975	491,263	458,878	485,823	493,929	444,348	416,295	478,676	5,579,219	175,677
Operating Cash Inflow (Outflow)	(224,200)	(258,242)	9,457	(73,751)	(9,477)	(171,854)	(75,944)	(48,116)	7,586	(13,439)	197,410	(70,961)	(239,275)	492,258
Revenues - Prior Year Accruals	329,290	99,493	686	37,637	18,204	2,085	-	-	-	-	-	-	-	-
Expenses - Prior Year Accruals	(838)	(0)	-	-	-	-	-	-	-	-	-	-	-	-
Accounts Receivable - Current Year	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Accounts Payable - Current Year	(88,497)	(25,579)	37,803	-	-	-	-	-	-	-	-	-	-	-
Summerholdback for Teachers	(73,542)	12,622	11,832	19,203	19,203	19,203	19,203	19,203	19,203	19,203	19,203	19,203	19,203	19,203
Loans Payable (Current)	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Loans Payable (Long Term)	-	-	-	(6,250)	(6,250)	(6,250)	(6,250)	-	-	(6,250)	-	-	-	-
Capital Leases Payable	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Long Term Debt	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Capital Expenditure & Depreciation	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Balance Sheet Changes	45,740	-	-	-	-	-	-	-	-	-	-	-	-	-
Ending Cash	387,492	215,785	275,562	252,401	274,080	117,264	54,272	25,359	52,147	51,660	268,273	216,514		

Cover Sheet

2017-2018 EBIA Development Discussion

Section: V. Finance
Item: B. 2017-2018 EBIA Development Discussion
Purpose: Discuss
Submitted by:
Related Material: EBIA Development Update October 2017.pdf



2017/18
 Remaining Target
 \$271K

Fundraising Budget	\$465K
Additional Gap	\$221K
Anticipated Coverage (SVS, Other Grants)	- \$240K
Family Giving Campaign	- \$175K

Funding Opportunities

Seneca Partnership: \$200K

Inclusion-based special education supports (academic intervention, behavioral intervention), School culture and climate supports (restorative justice, positive behavior intervention, etc.)

Intersession: \$150K

Service learning, outdoor education, STEAM education, community partnerships, linked learning

Tech for a Year: \$54K

Sponsor a class for the year including chromebooks, network and support for one grade.

Quest Afterschool Program: \$50K

Free academic, STEAM and sports program for all students

Restorative Justice Coordinator: \$10K

Part time restorative justice Lower School program coordinator - runs RJ circles, coaches students and staff

Capstone Projects: \$5k

End of year STEAM-centered grade level exit projects

Cover Sheet

Consent Agenda

Section: VIII. Governance
Item: A. Consent Agenda
Purpose: Vote
Submitted by:
Related Material:

October 2017 - EBIA - September 2017 CC Register.pdf
October 2017 - EBIA - September 2017 Check Register.pdf
October 2017 - FINAL_State_SELPA_Master_Contract_2017-2018_ (1).docx
October 2017 - NPS 17-18_ISA_EBC (1) (1).xlsx



Credit Card Register

East Bay Innovation
Academy
September 2017

Grand Total 13,743.73

Credit Card	Vendor	Statement Date	Description	Transaction Amount
9515-2022	SQ *Captain Move-A-Lot	9/25/2017	08/26 - SQ *Captain Move-A-Lot - Picnic Table Pick up	345.00
9515-2022	Adobe *Creative Cloud	9/25/2017	09/22 - Adobe *Creative Cloud - InDesign Subscription	359.88
9515-2022	Wells Fargo	9/25/2017	09/25 - Wells Fargo VISA CC (2022) - Finance charge	10.77
9515-2030	Amazon.com	9/25/2017	08/24 - Amazon.com	25.52
9515-2030	Grand Lake ACE HDWE	9/25/2017	08/24 - Grand Lake ACE HDWE	158.95
9515-2030	The Home Depot	9/25/2017	08/24 - The Home Depot	25.96
9515-2030	The Home Depot	9/25/2017	08/24 - The Home Depot	143.77
9515-2030	Amazon Mktplace Pmts	9/25/2017	08/24 - Amazon Mktplace Pmts	47.98
9515-2030	Costco Business Delivery	9/25/2017	08/24 - Costco Business Delivery	277.84
9515-2030	Costco Business Delivery	9/25/2017	08/24 - Costco Business Delivery	277.84
9515-2030	Amazon Mktplace Pmts	9/25/2017	08/24 - Amazon Mktplace Pmts	32.58
9515-2030	RingCentral, Inc	9/25/2017	08/25 - RingCentral, Inc	3.90
9515-2030	RingCentral, Inc	9/25/2017	08/25 - RingCentral, Inc	1.95
9515-2030	RingCentral, Inc	9/25/2017	08/25 - RingCentral, Inc	1.95
9515-2030	Homedepot.com	9/25/2017	08/25 - Homedepot.com	168.12
9515-2030	Amazon Mktplace Pmts	9/25/2017	08/25 - AMAZON MKTPLACE PMTS	77.72
9515-2030	Amazon Mktplace Pmts	9/25/2017	08/26 - Amazon Mktplace Pmts	32.53
9515-2030	Sewing parts online	9/25/2017	08/28 - Sewing parts online	171.26
9515-2030	Fiverr	9/25/2017	08/29 - Fiverr	6.00
9515-2030	Amazon Mktplace Pmts	9/25/2017	08/29 - AMAZON MKTPLACE PMTS	309.53
9515-2030	Amazon Mktplace Pmts	9/25/2017	08/29 - AMAZON MKTPLACE PMTS	243.97
9515-2030	Amazon Mktplace Pmts	9/25/2017	08/29 - AMAZON MKTPLACE PMTS	9.49
9515-2030	Amazon Mktplace Pmts	9/25/2017	08/29 - AMAZON MKTPLACE PMTS	219.09
9515-2030	Amazon Mktplace Pmts	9/25/2017	08/29 - AMAZON MKTPLACE PMTS	33.44
9515-2030	Amazon.com	9/25/2017	08/29 - Amazon.com	146.16
9515-2030	Amazon Mktplace Pmts	9/25/2017	08/29 - AMAZON MKTPLACE PMTS	4.34
9515-2030	Paypal *Formaltalk	9/25/2017	08/30 - Paypal *Formaltalk	165.00
9515-2030	Amazon Mktplace Pmts	9/25/2017	08/30 - AMAZON MKTPLACE PMTS	82.89
9515-2030	Amazon Mktplace Pmts	9/25/2017	08/30 - AMAZON MKTPLACE PMTS	90.79

Credit Card	Vendor	Statement Date	Description	Transaction Amount
9515-2030	Amazon Mktplace Pmts	9/25/2017	08/30 - AMAZON MKTPLACE PMTS	32.66
9515-2030	Amazon Mktplace Pmts	9/25/2017	08/30 - AMAZON MKTPLACE PMTS	525.02
9515-2030	Amazon.com	9/25/2017	08/31 - Amazon.com	151.74
9515-2030	RingCentral, Inc	9/25/2017	09/01 - RingCentral, Inc	692.05
9515-2030	RingCentral, Inc	9/25/2017	09/01 - RingCentral, Inc	1,068.97
9515-2030	Indeed	9/25/2017	09/01 - Indeed	119.53
9515-2030	Amazon.com	9/25/2017	09/03 - Amazon.com	962.40
9515-2030	Grand Lake ACE HDWE	9/25/2017	09/03 - Grand Lake ACE HDWE	35.93
9515-2030	Dropbox	9/25/2017	09/03 - Dropbox	99.00
9515-2030	Target	9/25/2017	09/04 - Target	12.20
9515-2030	EB Critical Charter	9/25/2017	09/04 - EB Critical Charter	495.00
9515-2030	Amazon Mktplace Pmts	9/25/2017	09/04 - Amazon Mktplace Pmts	26.93
9515-2030	Adobe *ID Creative	9/25/2017	09/05 - Adobe *ID Creative	19.99
9515-2030	Paypal *Formaltalk	9/25/2017	09/07 - Paypal *Formaltalk	85.00
9515-2030	RingCentral, Inc	9/25/2017	09/08 - RingCentral, Inc	1,465.71
9515-2030	Catsone.com	9/25/2017	09/08 - Catsone.com	297.00
9515-2030	Costco Business Delivery	9/25/2017	09/08 - Costco Business Delivery	277.84
9515-2030	NCS Pearson, Inc.	9/25/2017	09/08 - NCS Pearson, Inc.	101.72
9515-2030	Dropbox	9/25/2017	09/08 - Dropbox	9.99
9515-2030	Amazon.com	9/25/2017	09/09 - Amazon.com	78.60
9515-2030	Amazon Mktplace Pmts	9/25/2017	09/09 - Amazon Mktplace Pmts	191.85
9515-2030	Grand Lake ACE HDWE	9/25/2017	09/10 - Grand Lake ACE HDWE	27.69
9515-2030	Amazon Mktplace Pmts	9/25/2017	09/11 - AMAZON MKTPLACE PMTS	10.37
9515-2030	Claremont hotel	9/25/2017	09/12 - Claremont hotel	21.57
9515-2030	Amazon Mktplace Pmts	9/25/2017	09/12 - Amazon Mktplace Pmts	29.98
9515-2030	RingCentral, Inc	9/25/2017	09/14 - RingCentral, Inc	5.84
9515-2030	Codebender INC	9/25/2017	09/14 - Codebender INC	20.00
9515-2030	Amazon Mktplace Pmts	9/25/2017	09/14 - AMAZON MKTPLACE PMTS	12.86
9515-2030	Amazon.com	9/25/2017	09/15 - Amazon.com	27.30
9515-2030	Amazon Mktplace Pmts	9/25/2017	09/15 - Amazon Mktplace Pmts	40.22
9515-2030	Nextiva*Voip	9/25/2017	09/15 - Nextiva*Voip	65.40
9515-2030	Vistapr*Vistaprint.com	9/25/2017	09/16 - VistApr*VistaPrint.com	31.92
9515-2030	Target	9/25/2017	09/17 - Target	32.28
9515-2030	Grand Lake ACE HDWE	9/25/2017	09/17 - Grand Lake ACE HDWE	22.58
9515-2030	Amazon.com	9/25/2017	09/17 - Amazon.com	53.54
9515-2030	Amazon Mktplace Pmts	9/25/2017	09/18 - Amazon Mktplace Pmts	31.24
9515-2030	Amazon Mktplace Pmts	9/25/2017	09/18 - Amazon Mktplace Pmts	243.97
9515-2030	Amazon Mktplace Pmts	9/25/2017	09/18 - Amazon Mktplace Pmts	24.75
9515-2030	Amazon Mktplace Pmts	9/25/2017	09/18 - Amazon Mktplace Pmts	234.25

Credit Card	Vendor	Statement Date	Description	Transaction Amount
9515-2030	Discountmugs.com	9/25/2017	09/19 - Discountmugs.com	335.00
9515-2030	Amazon Mktplace Pmts	9/25/2017	09/19 - Amazon Mktplace Pmts	33.04
9515-2030	DBC*Blick Art Material	9/25/2017	09/19 - DBC*BLICK ART MATERIAL	56.31
9515-2030	Amazon.com	9/25/2017	09/20 - Amazon.com	545.70
9515-2030	Customink LLC	9/25/2017	09/20 - Customink LLC	393.00
9515-2030	DBC*Blick Art Material	9/25/2017	09/20 - DBC*BLICK ART MATERIAL	365.00
9515-2030	Amazon Mktplace Pmts	9/25/2017	09/20 - Amazon Mktplace Pmts	36.00
9515-2030	Emergencykits.com	9/25/2017	09/21 - Emergencykits.com	60.38
9515-2030	CampaignMonitor.com	9/25/2017	09/21 - CampaignMonitor.com	28.39
9515-2030	Amazon.com	9/25/2017	09/22 - Amazon.com	188.15
9515-2030	Amazon Mktplace Pmts	9/25/2017	09/24 - Amazon Mktplace Pmts	308.40
9515-2030	Amazon.com	9/25/2017	09/24 - Amazon.com	10.89
9515-2030	Wells Fargo	9/25/2017	09/25 - Wells Fargo VISA CC (2030 - formerly 9609) - Overlimit fee	39.00
9515-2030	Wells Fargo	9/25/2017	09/25 - Wells Fargo VISA CC (2030 - formerly 9609) - Late charge	39.00
9515-2030	Wells Fargo	9/25/2017	09/25 - Wells Fargo VISA CC (2030 - formerly 9609) - Finance charge	146.36

Check Register



East Bay Innovation Academy
September 2017

Grand Total 144,676.03

Vendor	Check Number	Void	Date	Description	Check Amount
Alameda County Office of Education	4860		9/1/2017	Cust# 000210; ACOE Clear Administrative Credential Program, Year 2	3,500.00
Kelly Atkinson	4861		9/1/2017	Reimb: Mileage	22.47
Stacey Ward Kelly	4862		9/1/2017	Reimb: Art Room Supplies, Storage bins & Scents	80.18
Office Depot	4863		9/1/2017	Acct# 16610744; Materials & Supplies	3,173.08
Starline Supply Company	4864		9/1/2017	Cust# 0001249; Janitorial Supplies	219.18
Indeed	DB090517		9/5/2017	DB090517; Indeed	450.00
Charter Safe	DB090717		9/7/2017	DB090717; CA Charter School JPA	5,352.00
AT&T	4865		9/8/2017	BAN# 9391062435; Monthly Svc : 07/13 - 08/12/17	1,562.64
CDW Government	4866		9/8/2017	Cust: 12218286; 3Y RPR Chromebook	800.00
Charter Safe	4867		9/8/2017	Cust#10867; 2017/18 Package Premium & Workers' Compensation: September '17	5,352.00
Michelle Cho	4868		9/8/2017	Reimb: Cover Cracks, Staff Dinner & Keys for Mountain	164.95
Kaiser Foundation Health Plan	4869		9/8/2017	CustID: 000709549-0000; Billing# 681343504; Insurance Premium: October 2017 + Retroactive	23,420.67
Devin Krugman	4870		9/8/2017	Dues	3,545.15
Lesleigh Franklin, PhD	4871		9/8/2017	Reimb: Food	6,363.63
Marlin Business Bank	4872		9/8/2017	Psychological/Assessments w/ Academic Testing: August 2017	477.67
Office Depot	4873		9/8/2017	Acct# 1480401; Contract# 401-1480401-001/002; Contract Payment: Cres Cor Cook n Hold Oven & Insurance Fee	250.28
Starline Supply Company	4874		9/8/2017	Acct# 16610744; Office Supplies	980.55
The Whole Human Project	4875		9/8/2017	Cust# 0001249; Janitorial Supplies	3,400.00
Vision Service Plan - (CA)	4876		9/8/2017	Staff Training, Advisory Curriculum & Push in Sex Ed Program	402.38
Waste Management	4877		9/8/2017	Acct# 30 050552 0001; Insurance Premium: September 2017	1,947.40
				Cust# 14-87021-73008; Waste Svc: 08/01 - 08/15/17	

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.

Vendor	Check Number	Void	Date	Description	Check Amount
BambooHR	DB091817		9/18/2017	DB091817; HR Tracking Software - Monthly Subscription	229.50
Alameda County Office of Education	4878		9/20/2017	Cust# 000210; STRS Processing Fee: 1st Qtr (Jul - Sep) FY 2017-18	354.00
Kelly Atkinson	4879		9/20/2017	Reimb: 5 Spanish Workbooks	55.60
CFI	4880		9/20/2017	HP Laserjet Pro Toners /Cartridge	480.70
Comcast	4881		9/20/2017	Acct: 8155 40 039 4380214; High-Speed Internet Svc	106.23
Copower	4882		9/20/2017	ID#902360; Premium: October 2017 & Adjustments	2,960.19
CPM Educational Program	4883		9/20/2017	Cust# 01-SEAS02; Pilot Deposit	500.00
EBMUD	4884		9/20/2017	Acct# 49867400001; Water, Waste Water Charges & Sewer Svcs: 06/29 - 08/29/17	4,148.11
Michelle Fitts	4885		9/20/2017	Reimb: Solar Car Kit	181.03
Kim Frankel	4886		9/20/2017	Reimb: Otter Pops	19.96
Jaleza Funicellio	4887		9/20/2017	Reimb: Chef Class Food	44.21
Law Offices of Young, Minney & Corr, LLP	4888		9/20/2017	Professional Svcs through 08/31/17	7,826.57
Office Depot	4889		9/20/2017	Acct# 16610744; Office Supplies	406.53
Amanda Okamoto	4890		9/20/2017	Reimb: Meal During P.D.	10.00
Ready Refresh	4891		9/20/2017	Acct# 0035832427; Office Supplies	40.96
Ready Refresh	4892		9/20/2017	Acct# 0035832435; Office Supplies	49.95
Revolution Foods, Inc.	4893		9/20/2017	Cust# C001339; Food Service: August 2017	2,197.60
Premier Agendas Inc	4894		9/20/2017	Cust# 2378717; Materials & Supplies	478.85
Staples Advantage	4895		9/20/2017	Cust# LA 10166966; Materials & Supplies	573.56
Starline Supply Company	4896		9/20/2017	Cust# 0001249; Janitorial Supplies	452.13
Teachers on Reserve	4897		9/20/2017	Cust: EASTB0001; Substitute Svc: 09/01/17	617.50
Mick Terrizzi	4898		9/20/2017	Reimb: Moving Cost of Tables, Portable Sinks, ASL Course, Radios & Peripheral Protection Plan	621.65
Teach Speech	4899		9/26/2017	Teach Speech Hours: August 2017	3,053.75
ARC Oakland	4900		9/26/2017	Svcs': Program Setup, Development, Classroom time & Admin Support: 08/14 - 09/14/17	1,860.00
AT&T	4901		9/26/2017	Acct# 072 085 5436 436; Internet Server	485.73
EdTec	4902		9/26/2017	Monthly Services: September 2017	7,000.00
Golden Gate Academy	4903		9/26/2017	Monthly Rent: October 2017	14,391.00
Office Depot	4904		9/26/2017	Acct# 16610744; Postage & Delivery	108.00
SchoolMint Inc	4905		9/26/2017	SchoolMint License	2,250.00
Solacium New Haven, LLC	4906		9/26/2017	Cust# NH5980; Health & Nursing, Individual Counseling, Room & Education	17,250.00
Starline Supply Company	4907		9/26/2017	Cust# 0001249; Janitorial Supplies	26.90

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.

Vendor	Check Number	Void	Date	Description	Check Amount
Teachers on Reserve	4908		9/26/2017	Cust: EASTB0003; Substitute Svc: 09/08/17	1,114.67
Team One Solutions	4909		9/26/2017	Cabling Svcs	2,446.49
Waste Management Of Alameda County	4910		9/26/2017	Cust# 14897-08907; Waste Svc: August 2017	766.53
PG&E	DB092717		9/27/2017	DB092717; PG&E	2,908.40
Golden Gate Academy	M1261		9/28/2017	M1261; EBIA rent 9/14 - 9/30/17	7,195.50

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.

*NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES*

Master Contract

2017-2018

Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA EAST BAY INNOVATION ACADEMY

Contract Year 2017-2018

Nonpublic School

Nonpublic Agency

Type of Contract:

Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of the LEA. Expiration Date: _____

When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.

Table of Contents

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS.....	1
1. MASTER CONTRACT	1
2. CERTIFICATION AND LICENSES	1
3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS	2
4. TERM OF MASTER CONTRACT	2
5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION	3
6. INDIVIDUAL SERVICES AGREEMENT	3
7. DEFINITIONS	4
ADMINISTRATION OF CONTRACT	5
8. NOTICES	5
9. MAINTENANCE OF RECORDS	5
10. SEVERABILITY CLAUSE	6
11. SUCCESSORS IN INTEREST	6
12. VENUE AND GOVERNING LAW	6
13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES	6
14. TERMINATION	7
15. INSURANCE	7
16. INDEMNIFICATION AND HOLD HARMLESS	9
17. INDEPENDENT CONTRACTOR	9
18. SUBCONTRACTING	10
19. CONFLICTS OF INTEREST	10
20. NON-DISCRIMINATION	11
EDUCATIONAL PROGRAM.....	11
21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)	11
22. GENERAL PROGRAM OF INSTRUCTION	12
23. INSTRUCTIONAL MINUTES	13
24. CLASS SIZE	13
25. CALENDARS	14
26. DATA REPORTING	14
27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT	15
28. STATEWIDE ACHIEVEMENT TESTING.....	15
29. MANDATED ATTENDANCE AT LEA MEETINGS	15

30.	POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS	15
31.	STUDENT DISCIPLINE	17
32.	IEP TEAM MEETINGS.....	17
33.	SURROGATE PARENTS AND FOSTER YOUTH.....	18
34.	DUE PROCESS PROCEEDINGS	18
35.	COMPLAINT PROCEDURES.....	18
36.	STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS	19
37.	TRANSCRIPTS	19
38.	STUDENT CHANGE OF RESIDENCE	20
39.	WITHDRAWAL OF STUDENT FROM PROGRAM	20
40.	PARENT ACCESS.....	20
41.	SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT	20
42.	LICENSED CHILDREN’S INSTITUTION (“LCI”) CONTRACTORS AND RESIDENTIAL TREATMENT CENTER (“RTC”) CONTRACTORS	21
43.	STATE MEAL MANDATE	22
44.	MONITORING	22
	PERSONNEL.....	23
45.	CLEARANCE REQUIREMENTS	23
46.	STAFF QUALIFICATIONS	23
47.	VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS	24
48.	STAFF ABSENCE.....	24
49.	STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME.....	25
	HEALTH AND SAFETY MANDATES	25
50.	HEALTH AND SAFETY	25
51.	FACILITIES AND FACILITIES MODIFICATIONS.....	25
52.	ADMINISTRATION OF MEDICATION	26
53.	INCIDENT/ACCIDENT REPORTING	26
54.	CHILD ABUSE REPORTING	26
55.	SEXUAL HARASSMENT	26
56.	REPORTING OF MISSING CHILDREN	26
	FINANCIAL	27
57.	ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES	27

58.	RIGHT TO WITHHOLD PAYMENT	28
59.	PAYMENT FROM OUTSIDE AGENCIES.....	29
60.	PAYMENT FOR ABSENCES.....	29
61.	INSPECTION AND AUDIT	30
62.	RATE SCHEDULE	31
63.	DEBARMENT CERTIFICATION	31
EXHIBIT A: 2017-2018 RATES		33

2017-2018

CONTRACT NUMBER:

LOCAL EDUCATION AGENCY: East Bay Innovation Academy

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: Ester B. Clark

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into on July 1, 2017, between East Bay Innovation Academy, hereinafter referred to as the local educational agency ("LEA"), a member of the El Dorado County SELPA and Ester B. Clark (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"). 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 Hearing (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 July 1, 2017 to June 30, 2018 (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 Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

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

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents and employees.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for nonpublic school/agencies. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for the contract, unless otherwise specified in the contract.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(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 negligence intentional act or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA and the Member District(s) shall have the right in their sole discretion to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

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

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

17. INDEPENDENT CONTRACTOR

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

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

18. SUBCONTRACTING

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

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including 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 LEA and shall be returned to the LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the nonpublic school. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations. CONTRACTOR may charge a student's parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

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

22. GENERAL PROGRAM OF INSTRUCTION

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

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

When CONTRACTOR serves students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a licensed children's institution, all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. Licensed Children's Institution (LCI) CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

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

23. INSTRUCTIONAL MINUTES

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

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

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

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

24. CLASS SIZE

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative,

class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

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

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three (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 _____ days, plus up to _____ extended school year billable days equivalent to the number of days determined by the LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

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

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

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

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA

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

26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide all data related to any and all sections of this contract and requested by and in the format required by the LEA. It is understood that all nonpublic schools 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 ("CAASPP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA") achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, the California English Language Development Test ("CELDT"), the English Language Proficiency Assessments for California ("ELPAC"), and as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

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

29. MANDATED ATTENDANCE AT LEA MEETINGS

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

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with the requirements of Education Code section 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and its implementing regulations. If the Individualized Education Program ("IEP") team determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

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

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

CONTRACTOR shall complete a behavior emergency report when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies **require** a behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not

contain a Behavior Intervention Plan (“BIP”) or Positive Behavior Intervention Plan (“PBIP”), an IEP team shall schedule a meeting to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following: (1) Any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock (2) An intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual. (3) An intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities. (4) An intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma. (5) Restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention. (6) Locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room. (7) An intervention that precludes adequate supervision of the individual. (8) An intervention that deprives the individual of one or more of his or her senses. (b) In the case of a child whose behavior impedes the child’s learning or that of others, the individualized education program team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. (Added by Stats. 2013, Ch. 48, Sec. 43. Effective July 1, 2013.)

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student’s parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of a District student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

31. STUDENT DISCIPLINE

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

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: the student’s name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student’s behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (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 the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract 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 Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

33. SURROGATE PARENTS AND FOSTER YOUTH

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

34. DUE PROCESS PROCEEDINGS

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

35. COMPLAINT PROCEDURES

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

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

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

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

CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

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

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

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

37. TRANSCRIPTS

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

38. STUDENT CHANGE OF RESIDENCE

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

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered after the student's change of residence.

39. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and student's discharge against professional advice from a Nonpublic Schools/Residential Treatment Center ("NPS/RTC"). 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 (c) (1), Health and Safety Code section 1501.1(b), AB 1858 (2004), AB490 (Chapter 862, Statutes of 2003) AB 1261 (2005), AB 1166 Chapter 171 (2015), AB 167 Chapter 224 (2010), AB 216 Chapter 324 (2013), AB 379 Chapter 772 (2015), AB 1012 Chapter 703 (2015), and the procedures set forth in the LEA Procedures. An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

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

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

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

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

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 to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

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

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

48. STAFF ABSENCE

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

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

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

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and district policy. Such policies and procedures shall

be made available to the CONTRACTOR. It is understood that the public school credentialed classroom teacher is responsible for the instructional program.

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

HEALTH AND SAFETY MANDATES

50. HEALTH AND SAFETY

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

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

51. FACILITIES AND FACILITIES MODIFICATIONS

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

52. ADMINISTRATION OF MEDICATION

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

maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

53. INCIDENT/ACCIDENT REPORTING

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

54. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq., and Education Code 44691. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

55. SEXUAL HARASSMENT

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

56. REPORTING OF MISSING CHILDREN

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

FINANCIAL

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

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

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures. CONTRACTOR shall be paid for the provision of special

education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

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

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

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

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

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

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 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 of residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

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

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

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

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

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

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

59. PAYMENT FROM OUTSIDE AGENCIES

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

60. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

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

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (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, dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

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

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

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from

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

62. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as noted in California Education Code Section 46200-46208.

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

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

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

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July, 2017 and terminates at 5:00 P.M. on June 30, 2018, unless sooner terminated as provided herein.

CONTRACTOR

LEA

Ester B. Clark, Nonpublic School/Agency

East Bay Innovation Academy, LEA Name

By: Signature Date

By: Signature Date

Name and Title of Authorized Representative

Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to:

Name and Title

Lansine Toure, Director of Equity and Social Emotional Learning

Name and Title

Ester B. Clark, Nonpublic School/Agency/Related Service Provider

East Bay Innovation Academy, LEA

3400 Malcolm Ave

Address

Address Oakland, CA 94605

City State Zip

City State Zip 510-577-9557 510-957-0275

Phone Fax

Phone Ltoure@eastbayia.org Fax

Email

Email

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

Devin Krugman, Head of School

Name and Title 3400 Malcolm Ave

Address Oakland, CA 94605

City State Zip 510-577-9557 510-957-0275

Phone Dkrugman@eastbayia.org Fax

Email

EXHIBIT A: 2017-2018 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Ester B. Clark

The CONTRACTOR CDS NUMBER:

Comment [11]: Need this number

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

Maximum Contract Amount: \$60,421.60

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

- 1) Daily Basic Education Rate: 233.90
- 2) Inclusive Education Program
(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE: _____
- 3) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	_____	_____
<u>Language and Speech (415)</u>	_____	_____
<u>Adapted Physical Education (425)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care (435)</u>	_____	_____
<u>Health and Nursing: Other Services (436)</u>	_____	_____
<u>Assistive Technology Services (445)</u>	_____	_____
<u>Occupational Therapy (450)</u>	_____	_____
<u>Physical Therapy (460)</u>	_____	_____
<u>Individual Counseling (510)</u>	<u>\$162.40</u>	<u>60 min/Weekly</u>
<u>Counseling and Guidance (515)</u>	<u>\$162.40</u>	<u>30 min/Weekly</u>
<u>Parent Counseling (520)</u>	_____	_____
<u>Social Work Services (525)</u>	_____	_____
<u>Psychological Services (530)</u>	_____	_____
<u>Behavior Intervention Services (535)</u>	_____	_____
<u>Specialized Services for Low Incidence Disabilities (610)</u>	_____	_____
<u>Specialized Deaf and Hard of Hearing (710)</u>	_____	_____

<u>Interpreter Services (715)</u>	_____	_____
<u>Audiological Services (720)</u>	_____	_____
<u>Specialized Vision Services (725)</u>	_____	_____
<u>Orientation and Mobility (730)</u>	_____	_____
<u>Specialized Orthopedic Services (740)</u>	_____	_____
<u>Reader Services (745)</u>	_____	_____
<u>Transcription Services (755)</u>	_____	_____
<u>Recreation Services, Including Therapeutic (760)</u>	_____	_____
<u>College Awareness (820)</u>	_____	_____
<u>Work Experience Education (850)</u>	_____	_____
<u>Job Coaching (855)</u>	_____	_____
<u>Mentoring (860)</u>	_____	_____
<u>Travel Training (870)</u>	_____	_____
<u>Other Transition Services (890)</u>	_____	_____

Attachments

The following files are attached to this PDF: You will need to open this document in an application that supports attachments (i.e. [Adobe Reader](#)) in order to access these files.

October 2017 - NPS 17-18_ISA_EBC (1) (1).xlsx