



East Bay Innovation Academy

RESCHEDULED: September Board Meeting

Date and Time

Thursday September 21, 2017 at 7:30 PM

Location

3400 Malcolm Avenue, Oakland, CA 94605

Agenda

	Purpose	Presenter	Duration
I. Opening Items			
A. Record Attendance and Guests		Kelly Garcia	1
B. Call the Meeting to Order		Kelly Garcia	1
C. Approve Minutes - August 16, 2017 Board Meeting	Approve Minutes	Kelly Garcia	1
D. Approve Minutes - August 31, 2017 Special Board Meeting	Approve Minutes	Kelly Garcia	2
E. Adjourn Public Session	Vote	Kelly Garcia	1
II. Closed Session Pursuant to 54957			
A. Open Closed Session and Record Attendance	FYI	Kelly Garcia	1
B. Consideration of Services for Student #3163679627 - review service alternatives	Vote	Devin Krugman	20
C. Adjourn Closed Session	Vote	Kelly Garcia	4
III. Resume Open Session			
A. Record Attendance	FYI	Kelly Garcia	1
B. Report on Closed Session	FYI	Kelly Garcia	1
C. Public Comment	FYI	Kelly Garcia	20

IV. Academic Excellence

A. 2017 - 2018 Enrollment Update	Vote	Devin Krugman	5
B. Fall Baseline Data	Discuss	Devin Krugman	10
C. Special Education Update	Discuss	Devin Krugman	10
D. Intersession Update	Discuss	Devin Krugman	10
E. Student Recruitment Kick Off	Discuss	Michelle Cho	5

V. Facility

A. Facility Updates for 2017-2018 School Year	Discuss	Michelle Cho	5
B. Facilities Planning for 2018-2019	Discuss	Rochelle Benning	10
<ul style="list-style-type: none"> - Prop 39 kick off - Community Liaison Position for Marshall Development 			

VI. Finance

A. Monthly Financial Report through YTD August 2017	Discuss	Michelle Cho	10
B. Fiscal 2017 - 2018 Plan Update	Discuss	Michelle Cho	10
C. Development for 2017-2018	Discuss	Laurie Jacobson Jones	10

VII. Governance

A. EBIA Enrollment Preferences	Vote	Rochelle Benning	10
<p>Proposed change to EBIA's enrollment preferences to strengthen access for Oakland residents to EBIA and to be eligible to obtain SB740 funding for leased school facilities.</p>			
B. Consent Agenda	Vote	Kelly Garcia	5
<ul style="list-style-type: none"> - check register - August 2017 - credit card register - August 2017 - Dr. Franklin master contract - mental health services - Enroll Oakland Charter LOI 			

VIII. Other Business

A. Public Comment	FYI	Kelly Garcia	10
B. Events and Dates to Watch	FYI	Kelly Garcia	5
<ul style="list-style-type: none"> - EBIA Cafelito: September 22 from 8:30 to 9:30 - Day of the Dead Fiesta: October 27 from 6:00PM to 9:00PM - Intersession: October 23 - November 1 			

IX. Closing Items

A. Adjourn Meeting	Vote	Kelly Garcia	1
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Cover Sheet

Approve Minutes - August 16, 2017 Board Meeting

Section: I. Opening Items
Item: C. Approve Minutes - August 16, 2017 Board Meeting
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for Board Meeting on 08-16-17
September 2017 - 2017_08_16_board_meeting_minutes.pdf



East Bay Innovation Academy

Minutes

Board Meeting

Date and Time

Wednesday August 16, 2017 at 8:00 PM

Location

3400 Malcolm Avenue, Oakland, CA 94605

Directors Present

Julia Gitis, Kelly Garcia, Laurie Jacobson Jones, Rochelle Benning, Tom Pryor

Directors Absent

Gary Borden, Kate Doyle, Ken Berrick

Guests Present

Devin Krugman, Michelle Cho

I. Opening Items

A. Record Attendance and Guests

B. Call the Meeting to Order

Rochelle Benning called a meeting of the board of directors of East Bay Innovation Academy to order on Wednesday Aug 16, 2017 @ 8:06 PM at 3400 Malcolm Avenue, Oakland, CA 94605.

C. Approve Minutes - June 2017 Board Meeting

Laurie Jacobson Jones made a motion to approve minutes from the Board Meeting on 06-12-17.

Tom Pryor seconded the motion.

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

D. Approve Minutes - July 2017 Special Board Meeting

Laurie Jacobson Jones made a motion to approve minutes from the Special Board Meeting - July 2017 on 07-05-17.

Tom Pryor seconded the motion.

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

E. Public Comment - Up to a Maximum of 3 Minutes per Speaker

A community member from the neighborhood mentioned that many of EBIA's neighbors are retired educators and ready to volunteer at the school.

II. Academic Excellence

A. Spring 2017 SBAC and AP Results

Devin reviewed the SBAC and AP results including demographic score breakdowns. See board slides for more details.

B. Review 2016-2017 School Scorecard

Devin reviewed the 2016-2017 school scorecard. See board slides for details.

C. 2017 Summer Activity Report Out

Devin gave an overview of Summer Activities including PD for teachers. See board slides for details.

D. EBIA Academic Programs 2017-2018

Devin provided an update on the mission and plan in the 2017-2018 school year including the course catalog, instructional priorities, and culture and climate priorities. Michelle Cho gave an overview of operational priorities for the school year. See board slides for details.

III. Enrollment/Staffing Update

A. Update on 2017-2018 Enrollment Status

Devin provided an enrollment update. The first day of school was Monday. We are still accepting new students and will have final enrollment numbers next month.

B. Update on 2017-2018 Staffing

Devin provided a staffing update. Teachers are fully staffed and we are excited about some strong hires. There is still an outstanding vacancy for the Upper School Director of Instruction.

IV. Facility

A. Facility Update

Shelley and Laurie gave an update on facilities.

V. Finance

A. 2016-2017 EBIA Unaudited Financials for OUSD

Michelle Cho provided a financial update for 2016-2017.

Laurie Jacobson Jones made a motion to approve and allow submission of the unaudited financials to OUSD.

Kelly Garcia seconded the motion.
The board **VOTED** unanimously to approve the motion.

B. Development Update

Topic was postponed to the next board meeting.

VI. Governance

A. Consent Agenda

Laurie Jacobson Jones made a motion to approve the consent agenda.
Julia Gitis seconded the motion.
The board **VOTED** unanimously to approve the motion.

VII. Other Business

A. Important EBIA Dates

Shelley invited the board and members of the public to attend the Back to School nights next week. Devin gave an overview of the monthly cafelitos for current parents which will alternate each month between the two campuses.

B. Public Comment

VIII. Closing Items

A. Adjourn Meeting

Laurie Jacobson Jones made a motion to adjourn the meeting.
Kelly Garcia seconded the motion.
The board **VOTED** unanimously to approve the motion.
There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 9:33 PM.

Respectfully Submitted,
Julia Gitis

DRAFT



East Bay Innovation Academy

Minutes

Board Meeting

Date and Time

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Julia Gitis, Kelly Garcia, Laurie Jacobson Jones, Rochelle Benning, Tom Pryor

Directors Absent

Gary Borden, Kate Doyle, Ken Berrick

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Devin Krugman, Michelle Cho

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Respectfully Submitted,
Julia Gitis

Cover Sheet

Approve Minutes - August 31, 2017 Special Board Meeting

Section: I. Opening Items
Item: D. Approve Minutes - August 31, 2017 Special Board Meeting
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for Special Board Meeting on 08-31-17
September 2017 - 2017_08_31_board_meeting_minutes.pdf



East Bay Innovation Academy

Minutes

Special Board Meeting

Date and Time

Thursday August 31, 2017 at 8:00 PM

Location

<https://zoom.us/j/799173142>

Directors Present

Julia Gitis (remote), Kelly Garcia (remote), Laurie Jacobson Jones (remote), Rochelle Benning (remote)

Directors Absent

Gary Borden, Kate Doyle, Ken Berrick, Tom Pryor

I. Opening Items

A. Record Attendance and Guests

Roll taken.

B. Call the Meeting to Order

Rochelle Benning called a meeting of the board of directors of East Bay Innovation Academy to order on Thursday Aug 31, 2017 @ 8:04 PM at <https://zoom.us/j/799173142>.

C. Approve Minutes

Minutes from August 16th board meeting will be included in the September board agenda and packet.

II. Finance

A. Un-budgeted Special Education Services

The new school year had started and with the new incoming classes, EBIA's SPED case load has increased dramatically, beyond the ability of current staff to manage. Jobs are posted to meet these needs - but we must add resources immediately to ensure students receive proper supports. Seneca can provide needed resources now while we continue to focus on hiring permanent staff.

Ken Berrick as the CEO of Seneca is also on the EBIA board. Ken has recused himself from the discussion about this situation and the vote on the Seneca contract. Ken is not in attendance in this meeting.

The Executive Director is asking the board to approve the emergency contract with Seneca to provide supplemental SPED services to EBIA.

Laurie Jacobson Jones made a motion to approve the emergency contract with Seneca to obtain SPED services.

Julia Gitis seconded the motion.

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

III. Closing Items

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Julia Gitis seconded the motion.

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Respectfully Submitted,
Rochelle Benning

DRAFT



East Bay Innovation Academy

Minutes

Special Board Meeting

Date and Time

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Location

<https://zoom.us/j/799173142>

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Julia Gitis (remote), Kelly Garcia (remote), Laurie Jacobson Jones (remote), Rochelle Benning (remote)

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Respectfully Submitted,
Rochelle Benning

Cover Sheet

2017 - 2018 Enrollment Update

Section: IV. Academic Excellence
Item: A. 2017 - 2018 Enrollment Update
Purpose: Vote
Submitted by: Michelle Cho
Related Material: EBIA_enrollment summary for the board_Sep 2017.pdf



Enrollment Update SY 2017-18

EBIA, September 2017

17-18 Enrollment Update

Higher no-shows than expected, backfilled through wait-lists

- 10th grade attrition
- 6th grade: Offers made through 12 waves, 462 applicants

Grade	Budget	Actual	Forecast
6 th	124	125	124
7 th	124	121	121
8 th	118	119	119
9 th	70	80	79
10 th	65	55	55
Total	501	500	498

17-18 Enrollment Update

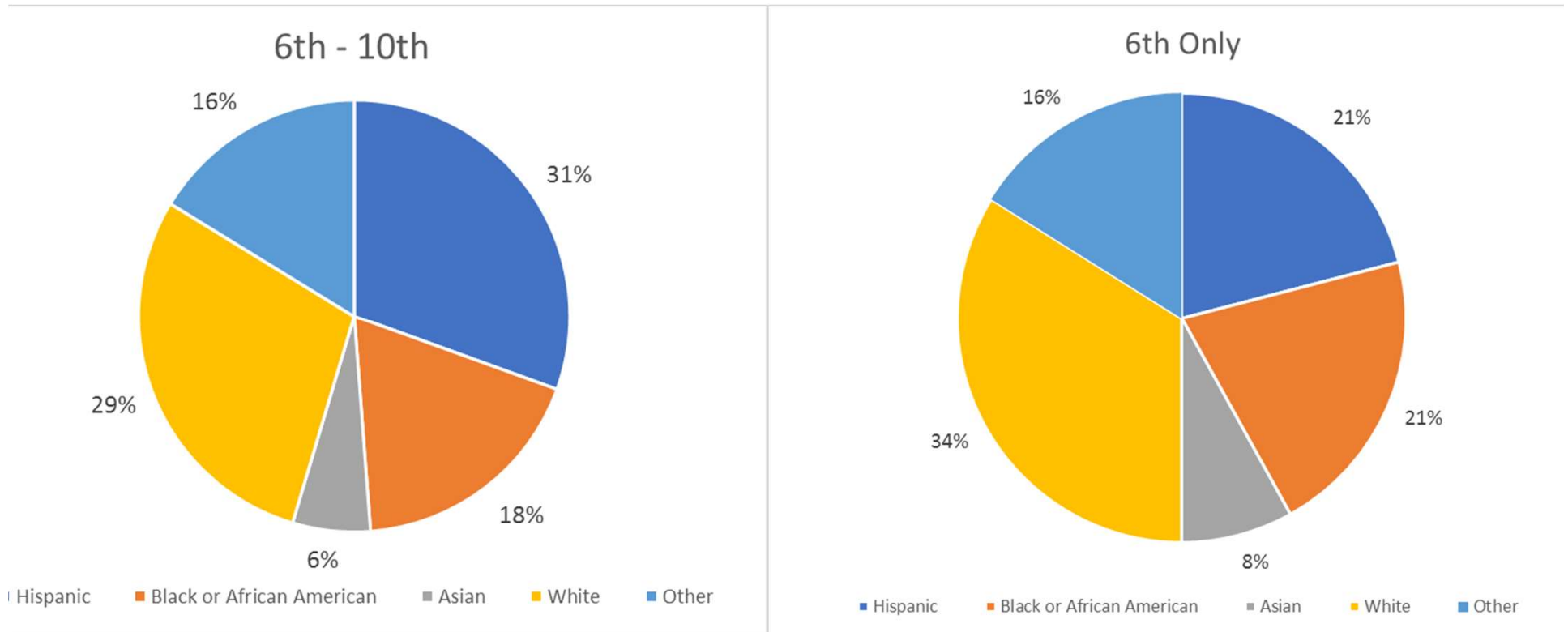
Gender breakdown: 60% male across grades

- 6th grade applicant pool similar to enrolled

Grade	Female	Female %	Male	Male %	Total
6 th	54	43%	71	57%	125
7 th	55	45%	66	55%	121
8 th	45	38%	74	62%	119
9 th	28	35%	52	65%	80
10 th	16	29%	39	71%	55
Total	198	40%	302	60%	500

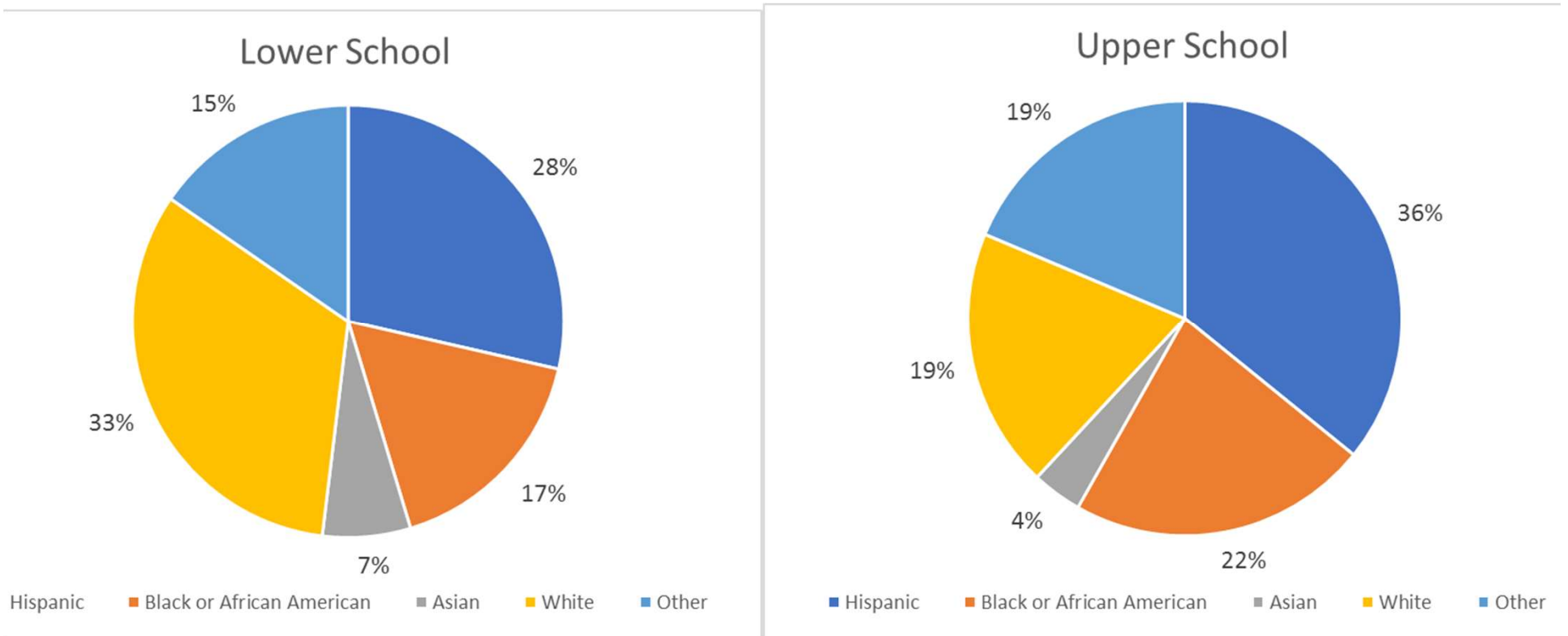
17-18 Enrollment Update

Race/ethnicity breakdown



17-18 Enrollment Update

Race/ethnicity breakdown



17-18 Enrollment Update

- **6th grade focus**
 - Oakland residents 85%
 - Target zip codes 70%
 - Lottery bypass 36%
 - Siblings
 - Founding families
 - Children of employees

Cover Sheet

Fall Baseline Data

Section: IV. Academic Excellence
Item: B. Fall Baseline Data
Purpose: Discuss
Submitted by:
Related Material: Sep2017.BoardPacket.AcademicExcellence.pdf



EAST BAY
INNOVATION
ACADEMY

Academic Excellence

EBIA Team Updates, September 2017



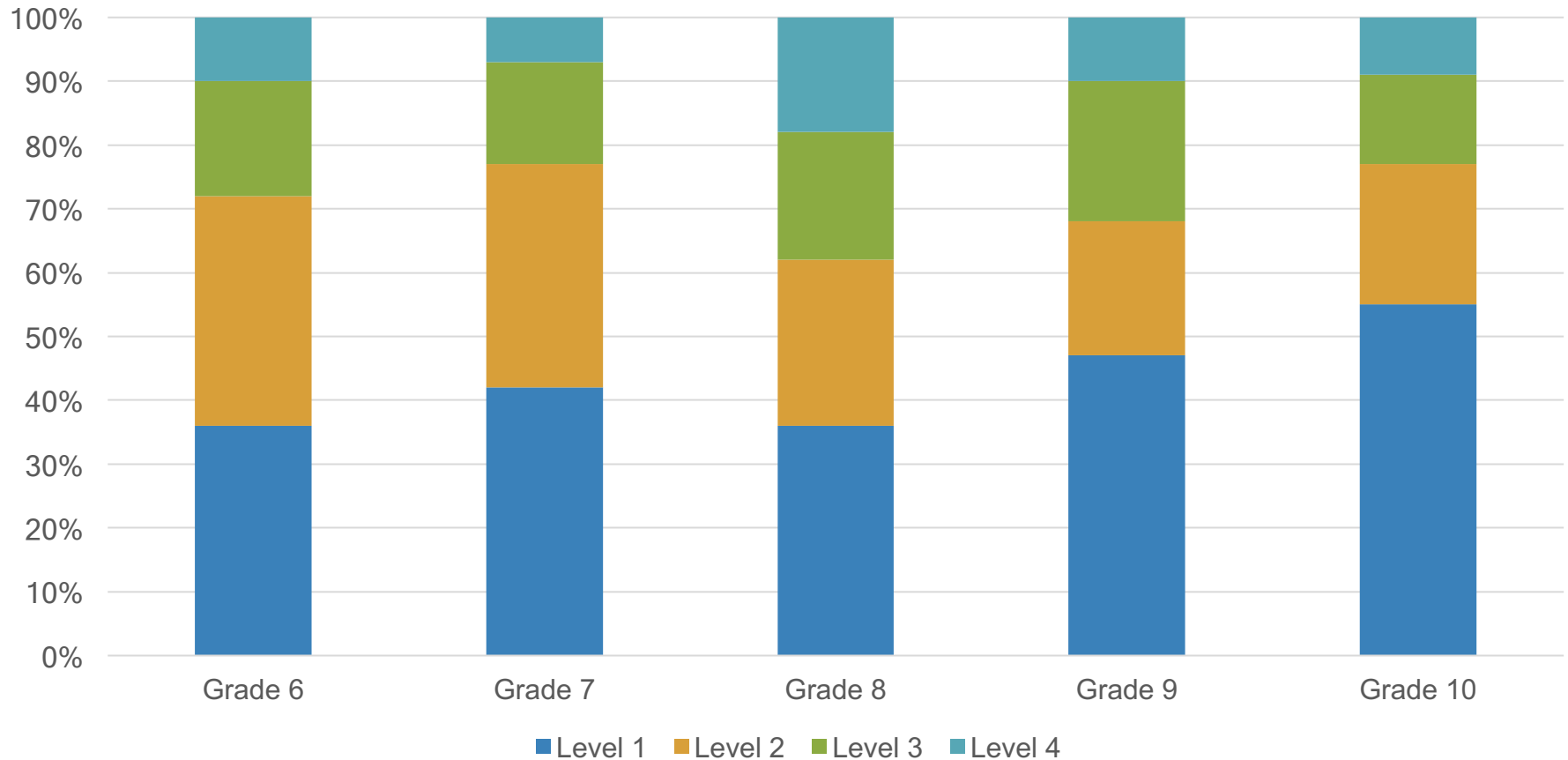
EAST BAY
INNOVATION
ACADEMY

Fall 2017 Academic Baseline Data

Fall 2017 Academic Baseline Data

Math

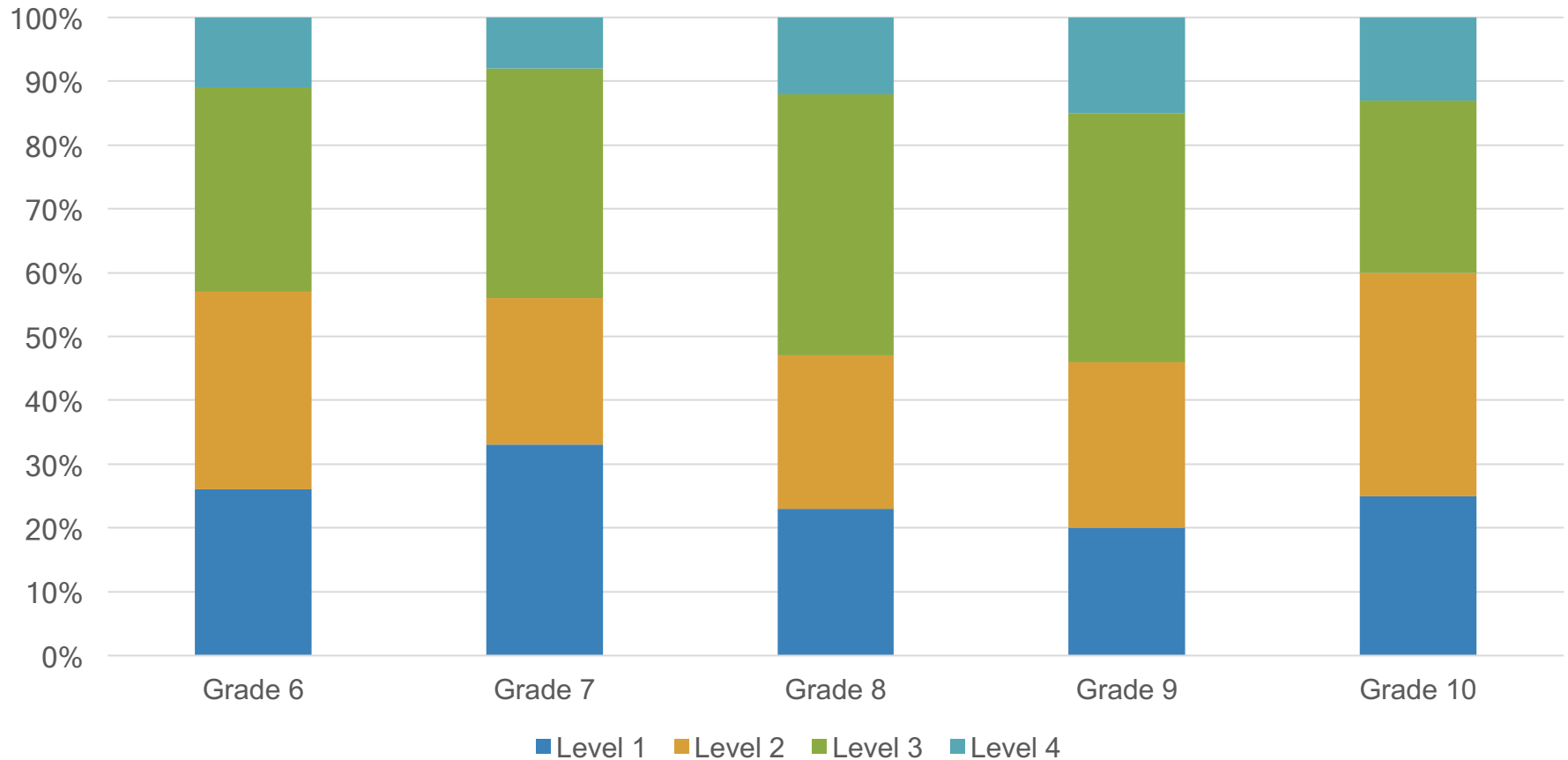
Fall 2017 NWEA MAP – SBAC Level Equivalencies



Fall 2017 Academic Baseline Data

Reading

Fall 2017 NWEA MAP – SBAC Level Equivalencies





EAST BAY
INNOVATION
ACADEMY

Fall 2017 Interession Programming

Fall Interession Programming

Themes

- Social and Environmental Justice
- College and Career Readiness
- Innovator Norms – Kindness, Respect, Citizenship and Leadership, Conscientiousness
- Programming with 15-20 partner organizations

Structure

- Lower School – Separation of 6th grade and 7th/8th grade programs
- Upper School – Set programming, independent study/internships, support staff at the Lower School



EAST BAY
INNOVATION
ACADEMY

IEP Services Overview

IEP Services Overview

Inclusion Model

- Push In services across Ed. Spec., IA, Speech and Occupational Therapy
- Pull out services where necessary or appropriate (e.g. counseling, testing, etc.)
- Instructional planning collaboration between Ed. Spec. and Gen. Ed. teachers

Staffing

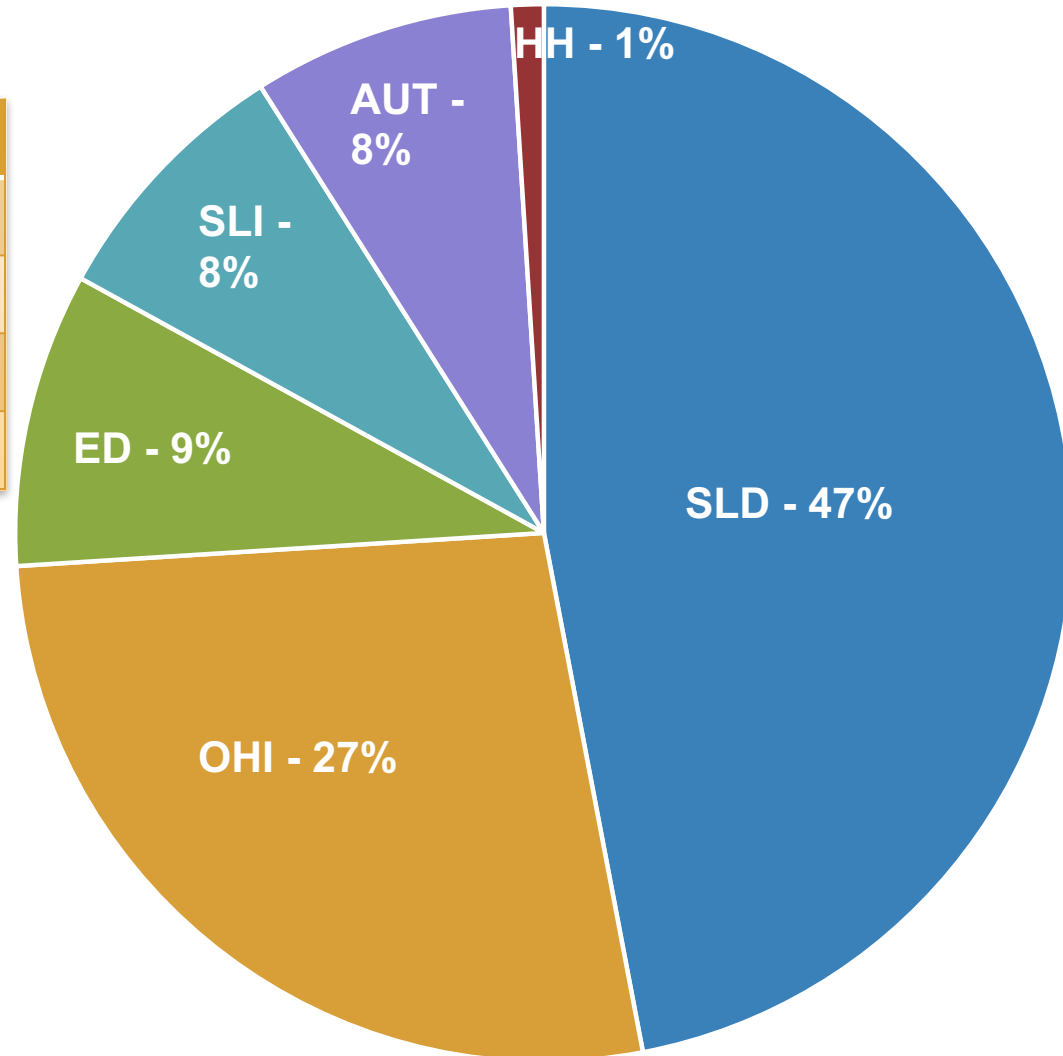
- Lower School – DESEL Admin, 2 Ed. Spec., 5 IAs
- Upper School – DESEL Admin, 1 Ed. Spec., 2 IAs
- Seneca Supports – Academic Intervention Specialist, Program Assistant, Student Support Assistant, Behavior Support Assistant, UE Coach

IEP Services Overview

Student Population

	Number	Percent
6 th Grade	17	14%
Lower School	44	12%
Upper School	30	22%
Whole School	74	15%

	Total Min. Weekly
SAI	21,725
Counseling	557
Speech	700
OT	15
Behavior	1,230



Cover Sheet

Facilities Planning for 2018-2019

Section: V. Facility
Item: B. Facilities Planning for 2018-2019
Purpose: Discuss
Submitted by:
Related Material: September 2017 - CommunityLiaisonJobDescription EBIA.docx

EBIA Charter School

Community Engagement for Facility Construction

EBIA intends to construct a second building on the existing campus at 3400 Malcolm Ave. The School has an opportunity to appoint one person who will serve in an advisory role throughout the design and construction process to ensure community engagement and that community concerns are taken into account.

Job Requirements:

- Assess community needs (school and neighborhood) and desires for the site and report back to the design team.
- Conduct 2 well noticed public meetings during the design process.
- Provide updates for the EBIA website including high level schedule, design features and project factsheet.
- Run a project related email address for questions and complaints.
- Attend 1 design meeting every month (90 minutes)

Timing:

- This role will require approximately 4-5 hours per month from X/X/17 - X/X/2018 (dates subject to change). Note that the weekly hours could fluctuate based on the status of the project.

Selection Criteria

- We are looking for a member of the EBIA community who currently has or previously has had students at the school.
- The individual must currently reside in Oakland.
- The individual must have relationships in the community and be willing to represent multiple perspectives.
- Strong communication skills are required.

Please respond to this [short questionnaire](#) if you are interested in the role.

Cover Sheet

Monthly Financial Report through YTD August 2017

Section: VI. Finance
Item: A. Monthly Financial Report through YTD August 2017
Purpose: Discuss
Submitted by: Michelle Cho
Related Material: EBIA_Jul Aug financials_2017.09.20 CF.pdf
EBIA_Jul Aug financials_2017.09.20 YTD.pdf

BACKGROUND:
July and August YTD, CF update

East Bay Innovation Academy
 Monthly Cash Forecast
 As of August close

	2017/18												Forecast	AP/AR
	Actual & Projected													
	Jul Actual	Aug Actual	Sep Projected	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	79,455	370,450	382,500	238,880	81,246	58,525	431,353	699,027	1,185,571		
Revenue														
LCFF Entitlement	-	166,586	222,269	611,375	273,869	273,869	227,367	273,869	752,963	598,286	598,286	598,286	3,857,408	(739,615)
Federal Income	-	-	1,653	3,494	46,471	3,276	3,494	46,471	29,464	3,494	3,276	16,370	258,786	101,324
Other State Income	10,026	9,925	631	87,090	82,327	18,453	18,453	79,894	26,490	58,427	45,573	26,490	602,105	138,325
Local Revenues	0	10,892	1,905	37,279	12,797	12,797	15,287	15,287	15,287	15,287	15,287	15,287	167,391	-
Fundraising and Grants	1,101	16,496	21,879	22,203	22,203	22,203	22,203	27,203	22,203	22,203	222,203	22,203	464,300	20,000
Total Revenue	11,128	203,899	248,338	761,440	437,667	330,598	286,803	442,724	846,406	697,696	884,625	678,635	5,349,990	(479,967)
Expenses														
Compensation & Benefits	108,763	298,002	332,782	312,591	311,577	311,577	319,693	312,591	312,591	308,361	310,903	281,687	3,521,120	-
Books & Supplies	60,408	56,713	14,469	12,801	12,801	12,801	12,801	12,801	12,801	12,801	12,801	12,801	246,803	-
Services & Other Operating Expenses	66,157	95,251	134,523	159,549	132,496	164,977	124,996	159,355	167,487	121,912	93,679	188,570	1,776,879	167,927
Capital Outlay	-	12,175	2,000	825	-	-	-	-	-	-	-	-	15,000	-
Total Expenses	235,328	462,142	483,774	485,767	456,874	489,355	457,491	484,748	492,880	443,075	417,384	483,059	5,559,802	167,927
Operating Cash Inflow (Outflow)	(224,200)	(258,242)	(235,436)	275,673	(19,208)	(158,757)	(170,687)	(42,024)	353,525	254,621	467,241	195,576	(209,813)	(647,893)
Revenues - Prior Year Accruals	329,290	99,493	36,054	2,269	18,204	2,085	-	-	-	-	-	-	-	-
Expenses - Prior Year Accruals	(838)	(0)	-	-	-	-	-	-	-	-	-	-	-	-
Accounts Receivable - Current Year	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Accounts Payable - Current Year	(88,497)	(25,579)	50,000	-	-	-	-	-	-	-	-	-	-	-
Summerholdback for Teachers	(73,542)	12,622	19,303	19,303	19,303	19,303	19,303	19,303	19,303	19,303	19,303	19,303	19,303	-
Loans Payable (Current)	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Loans Payable (Long Term)	-	-	(6,250)	(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	79,455	370,450	382,500	238,880	81,246	58,525	431,353	699,027	1,185,571	1,400,450		

East Bay Innovation Academy

Budget vs. Actuals

As of August close

	Actual		Budget vs. Actual			Budget				
	Jul	Aug	Actual YTD	Budget YTD	Variance (YTD less Budget)	Approved Budget	Current Forecast	Variance (Budget vs. Current Forecast)	Forecast Remaining	% of Forecast Spent
SUMMARY										
Revenue										
LCFF Entitlement	-	166,586	166,586	166,586	0	3,876,091	3,857,408	(18,683)	3,690,822	4%
Federal Revenue	-	-	-	-	-	356,007	258,786	(97,221)	258,786	0%
Other State Revenues	10,026	9,925	19,951	10,140	9,812	409,285	602,105	192,820	582,154	3%
Local Revenues	0	10,892	10,892	0	10,892	179,434	167,391	(12,043)	156,499	7%
Fundraising and Grants	1,101	16,496	17,598	15,000	2,598	465,350	464,300	(1,050)	446,702	4%
Total Revenue	11,128	203,899	215,027	191,726	23,301	5,286,166	5,349,990	63,823	5,134,963	4%
Expenses										
Compensation and Benefits	108,763	298,002	406,765	411,509	4,744	3,477,931	3,521,120	(43,189)	3,114,355	12%
Books and Supplies	60,408	56,713	117,121	95,543	(21,578)	219,533	246,803	(27,271)	129,682	47%
Services and Other Operating Expenditures	66,157	95,251	161,408	130,305	(31,103)	1,554,613	1,776,879	(222,266)	1,615,470	9%
Depreciation	-	-	-	-	-	-	-	-	-	-
Total Expenses	235,328	449,967	685,294	637,357	(47,937)	5,252,077	5,544,802	(292,726)	4,859,508	12%
Operating Income	(224,200)	(246,067)	(470,267)	(445,631)	(24,636)	34,090	(194,813)	(228,902)	275,455	
Fund Balance										
Beginning Balance (Unaudited)	459,820	235,620	459,820	459,820		459,820	459,820			
Audit Adjustment	-	-	-	-		-	-			
Beginning Balance (Audited)	459,820		459,820	459,820		459,820	459,820			
Operating Income	(224,200)	(246,067)	(470,267)	(445,631)		34,090	(194,813)			
Ending Fund Balance	235,620	(10,447)	(10,447)	14,189		493,910	265,007			
Capital Outlay	-	12,175	12,175	-		-	15,000			81%

East Bay Innovation Academy

Budget vs. Actuals

As of August close

Detail	Actual		Budget vs. Actual			Budget				
	Jul	Aug	Actual YTD	Budget YTD	Variance (YTD less Budget)	Approved Budget	Current Forecast	Variance (Budget vs. Current Forecast)	Forecast Remaining	% of Forecast Spent
Enrollment Breakdown		M1								
6			117			124	124	-		
7			118			124	121	(3)		
8			129			118	119	1		
9			57			70	79	9		
10						65	55	(10)		
Enrollment Summary						-	-	-		
4-6			117			124	124	-		
7-8			247			242	240	(2)		
9-12			57			135	134	(1)		
Total Enrolled			421			501	498	(3)		
ADA %										
4-6			97.8%			96%	96%			
7-8			96.6%			96%	96%			
9-12			93.6%			92%	92%			
Average			96.6%			95%	95%			
ADA										
4-6			114.2			119.0	119.0			
7-8			239.2			232.3	230.4			
9-12			53.6			124.2	123.3			
Total ADA			407.0			475.6	472.7			
Demographic Information										
Prior Year										
ADA (P-2)						404	403.91			
CALPADS Enrollment (for unduplicated % calc)						419	419			
# Unduplicated Count (CALPADS)						90	94			
# Free & Reduced Lunch (FRL) (CALPADS)						58	58			
# ELL (CALPADS)						21	21			
Current Year						-	-			
CALPADS Enrollment (for unduplicated % calc)						419	498			
# Unduplicated Count (CALPADS)						90	112			
# Free & Reduced Lunch (FRL) (CALPADS)						58	69			
# ELL (CALPADS)						21	25			
New Students						82	79			

East Bay Innovation Academy

Budget vs. Actuals

As of August close

		Actual		Budget vs. Actual			Budget				
		Jul	Aug	Actual YTD	Budget YTD	Variance (YTD less Budget)	Approved Budget	Current Forecast	Variance (Budget vs. Current Forecast)	Forecast Remaining	% of Forecast Spent
REVENUE											
LCFF Entitlement											
8011	Charter Schools LCFF - State Aid	-	110,902	110,902	110,902	(0)	2,692,503	2,683,644	(8,859)	2,572,742	4%
8012	Education Protection Account Entitlement	-	-	-	-	-	95,112	94,544	(568)	94,544	0%
8096	Charter Schools in Lieu of Property Taxes	-	55,684	55,684	55,684	0	1,088,476	1,079,220	(9,256)	1,023,536	5%
SUBTOTAL - LCFF Entitlement		-	166,586	166,586	166,586	0	3,876,091	3,857,408	(18,683)	3,690,822	4%
8100 Federal Revenue											
8181	Special Education - Entitlement	-	-	-	-	-	52,375	52,375	-	52,375	0%
8182	Special Education Reimbursement	-	-	-	-	-	270,000	172,779	(97,221)	172,779	0%
8220	Child Nutrition Programs	-	-	-	-	-	16,232	16,232	-	16,232	0%
8291	Title I	-	-	-	-	-	16,530	16,530	-	16,530	0%
8292	Title II	-	-	-	-	-	870	870	-	870	0%
SUBTOTAL - Federal Income		-	-	-	-	-	356,007	258,786	(97,221)	258,786	0%
8300 Other State Revenues											
8319	Other State Apportionments - Prior Years	101	-	101	-	101	-	101	101	-	100%
8381	Special Education - Entitlement (State)	9,925	9,925	19,850	10,140	9,710	244,438	242,978	(1,460)	223,128	8%
8382	Special Education Reimbursement (State)	-	-	-	-	-	65,718	71,280	5,562	71,280	0%
8520	Child Nutrition - State	-	-	-	-	-	2,029	2,017	(12)	2,017	0%
8545	School Facilities Apportionments	-	-	-	-	-	-	127,748	127,748	127,748	0%
8550	Mandated Cost Reimbursements	-	-	-	-	-	7,219	68,637	61,418	68,637	0%
8560	State Lottery Revenue	-	-	-	-	-	89,881	89,344	(537)	89,344	0%
SUBTOTAL - Other State Income		10,026	9,925	19,951	10,140	9,812	409,285	602,105	192,820	582,154	3%
8600 Other Local Revenue											
8634	Food Service Sales	-	-	-	-	-	12,174	8,068	(4,107)	8,068	0%
8660	Interest	0	0	0	0	0	1	1	0.00	1.02	22%
8690	Other Local Revenue	-	-	-	-	-	15,030	14,940	(90)	14,940.00	0%
8699	All Other Local Revenue	-	6,000	6,000	-	6,000	-	6,000	6,000	-	100%
8701	Oakland Measure N	-	-	-	-	-	114,750	113,900	(850)	113,900	0%
8703	Oakland Measure G1	-	-	-	-	-	37,478	24,482	(12,996)	24,482	0%
8999	Uncategorized Revenue	-	4,892	4,892	-	4,892	-	-	-	(4,892)	
SUBTOTAL - Local Revenues		0	10,892	10,892	0	10,892	179,434	167,391	(12,043)	156,499	7%
8800 Donations/Fundraising											
8801	Donations - Parents	1,001	1,167	2,168	-	2,168	175,350	174,300	(1,050)	172,132	1%
8802	Donations - Private	100	15,224	15,324	15,000	324	240,000	240,000	-	224,676	6%
8803	Fundraising	-	106	106	-	106	50,000	50,000	-	49,894	0%

East Bay Innovation Academy

Budget vs. Actuals

As of August close

	Actual		Budget vs. Actual			Budget				
	Jul	Aug	Actual YTD	Budget YTD	Variance (YTD less Budget)	Approved Budget	Current Forecast	Variance (Budget vs. Current Forecast)	Forecast Remaining	% of Forecast Spent
SUBTOTAL - Fundraising and Grants	1,101	16,496	17,598	15,000	2,598	465,350	464,300	(1,050)	446,702	4%
TOTAL REVENUE	11,128	203,899	215,027	191,726	23,301	5,286,166	5,349,990	63,823	5,134,963	4%

East Bay Innovation Academy

Budget vs. Actuals

As of August close

	Actual		Budget vs. Actual			Budget				
	Jul	Aug	Actual YTD	Budget YTD	Variance (YTD less Budget)	Approved Budget	Current Forecast	Variance (Budget vs. Current Forecast)	Forecast Remaining	% of Forecast Spent
EXPENSES										
Compensation & Benefits										
1000	Certificated Salaries									
1100	6,272	136,576	142,848	144,888	2,040	1,453,878	1,552,056	(98,178)	1,409,208	9%
1103	-	-	-	3,417	3,417	37,591	37,591	-	37,591	0%
1111	-	-	-	-	-	28,998	28,998	-	28,998	0%
1148	1,380	18,802	20,182	9,751	(10,432)	227,510	198,846	28,664	178,664	10%
1150	-	-	-	13,200	13,200	13,200	13,200	-	13,200	0%
1300	11,025	11,158	22,183	22,317	133	133,900	133,900	-	111,717	17%
1311	25,837	21,667	47,504	46,002	(1,503)	276,010	258,010	18,000	210,506	18%
1322	-	-	-	-	-	12,297	12,297	-	12,297	0%
1940	-	-	-	-	-	80,000	-	80,000	-	
SUBTOTAL - Certificated Employees										
	44,514	188,204	232,717	239,574	6,857	2,263,384	2,234,898	28,486	2,002,180	10%
2000	Classified Salaries									
2104	6,000	12,941	18,941	14,317	(4,624)	143,172	122,632	20,540	103,691	15%
2105	851	-	851	-	(851)	58,333	58,333	-	57,482	1%
2300	2,610	14,264	16,874	20,833	3,959	125,000	181,783	(56,783)	164,909	9%
2311	-	-	-	-	-	3,750	3,750	-	3,750	0%
2400	6,303	10,819	17,121	12,880	(4,241)	94,080	106,060	(11,980)	88,939	16%
2401	-	-	-	-	-	6,120	6,120	-	6,120	0%
2402	5,896	5,896	11,792	11,792	(0)	70,750	70,750	-	58,958	17%
2403	-	-	-	1,909	1,909	21,000	-	21,000	-	
2905	-	7,916	7,916	2,835	(5,081)	28,350	57,960	(29,610)	50,044	14%
2928	-	323	323	1,616	1,293	16,160	16,160	-	15,837	2%
SUBTOTAL - Classified Employees										
	21,659	52,159	73,819	66,182	(7,636)	566,715	623,549	(56,833)	549,730	12%
3000	Employee Benefits									
3100	3,355	28,674	32,029	34,214	2,185	297,046	315,209	(18,163)	283,179	10%
3300	3,294	8,977	12,271	6,538	(5,733)	89,252	83,595	5,656	71,325	15%
3400	35,802	14,450	50,253	50,905	653	203,622	209,278	(5,656)	159,026	24%
3500	138	5,538	5,676	2,420	(3,256)	23,951	20,290	3,661	14,614	28%
3600	-	-	-	11,674	11,674	33,961	34,301	(340)	34,301	0%
SUBTOTAL - Employee Benefits										
	42,590	57,639	100,229	105,752	5,523	647,832	662,674	(14,842)	562,445	15%

East Bay Innovation Academy

Budget vs. Actuals

As of August close

	Actual		Budget vs. Actual			Budget				
	Jul	Aug	Actual YTD	Budget YTD	Variance (YTD less Budget)	Approved Budget	Current Forecast	Variance (Budget vs. Current Forecast)	Forecast Remaining	% of Forecast Spent
	4000 Books & Supplies									
4100 Approved Textbooks & Core Curricula Materials	533	361	894	7,359	6,465	13,798	11,715	2,083	10,821.41	8%
4200 Books & Other Reference Materials	-	-	-	730	730	2,191	2,337	(146)	2,337.37	0%
4300 Materials & Supplies	46	5,213	5,259	5,264	4	15,791	15,696	95	10,436.76	34%
4320 Educational Software	29,897	5,223	35,120	19,733	(15,387)	37,000	50,000	(13,000)	14,880	70%
4330 Office Supplies	473	843	1,317	3,006	1,689	18,036	17,928	108	16,611	7%
4352 Quest (After School)	(500)	-	(500)	850	1,350	5,100	5,100	-	5,600.00	-10%
4400 Noncapitalized Equipment	-	-	-	1,976	1,976	11,854	11,854	-	11,854.05	0%
4410 Classroom Furniture, Equipment & Supplies	3,430	8,621	12,052	3,346	(8,706)	8,364	16,364	(8,000)	4,312.40	74%
4420 Computers (individual items less than \$5k)	26,449	23,105	49,554	46,400	(3,154)	58,000	57,653	347	8,099	86%
4423 Staff Computers	80	6,470	6,550	6,834	284	8,543	8,543	-	1,992.41	77%
4425 Classroom Noncapitalized items 2	-	-	-	-	-	-	-	-	-	
4430 Non Classroom Related Furniture, Equipment & Suppl	-	6,081	6,081	46	(6,035)	275	8,275	(8,000)	2,194.78	73%
4710 Student Food Services	-	478	478	-	(478)	40,581	40,338	243	39,860.33	1%
4720 Other Food	-	317	317	-	(317)	-	1,000	(1,000)	683	32%
SUBTOTAL - Books and Supplies	60,408	56,713	117,121	95,543	(21,578)	219,533	246,803	(27,271)	129,682	47%

East Bay Innovation Academy

Budget vs. Actuals

As of August close

	Actual		Budget vs. Actual			Budget				
	Jul	Aug	Actual YTD	Budget YTD	Variance (YTD less Budget)	Approved Budget	Current Forecast	Variance	Forecast Remaining	% of Forecast Spent
								(Budget vs. Current Forecast)		
5000 Services & Other Operating Expenses										
5220 Travel and Lodging	-	267	267	-	(267)	2,283	2,435	(152)	2,168	11%
5300 Dues & Memberships	-	-	-	-	-	6,172	6,172	-	6,172	0%
5450 Insurance - Other	16,054	-	16,054	11,375	(4,679)	33,092	32,893	198	16,839.45	49%
5515 Janitorial, Gardening Services & Supplies	404	219	623	-	(623)	149,616	149,616	-	148,993	0%
5535 Utilities - All Utilities	2,161	2,844	5,005	17,299	12,293	103,793	103,793	-	98,788	5%
5610 Rent	-	20,441	20,441	-	(20,441)	-	151,106	(151,106)	130,665	14%
5611 Prop 39 Related Costs	-	-	-	-	-	194,833	127,488	67,345	127,488	0%
5615 Repairs and Maintenance - Building	3,605	4,046	7,651	-	(7,651)	4,225	4,225	-	(3,426)	181%
5616 Repairs and Maintenance - Computers	21,361	499	21,859	-	(21,859)	22,000	22,000	-	141	99%
5800 Other Services & Operating Expenses	970	-	970	-	(970)	-	-	-	(970)	
5803 Accounting Fees	-	-	-	-	-	8,405	8,405	-	8,405	0%
5809 Banking Fees	188	59	247	139	(108)	834	834	-	587	30%
5810 Intersession	(800)	-	(800)	-	800	137,775	136,950	825	137,750	-1%
5812 Business Services	7,000	7,000	14,000	14,000	-	84,000	84,000	-	70,000.00	17%
5815 Consultants - Instructional	-	5,519	5,519	15,000	9,481	45,000	45,000	-	39,481	12%
5820 Consultants - Non Instructional - Custom 1	-	5,376	5,376	-	(5,376)	-	10,000	(10,000)	4,624.25	54%
5824 District Oversight Fees	-	-	-	-	-	38,761	38,574	187	38,574	0%
5836 Fingerprinting	-	824	824	1,066	242	2,665	2,680	(15)	1,857	31%
5839 Fundraising Expenses	297	270	567	-	(567)	15,076	15,076	-	14,509.29	4%
5845 Legal Fees	-	15,187	15,187	-	(15,187)	52,800	52,800	-	37,613	29%
5851 Marketing and Student Recruiting	-	-	-	-	-	2,091	2,015	77	2,014.50	0%
5857 Payroll Fees	282	690	972	694	(279)	4,162	4,162	-	3,189	23%
5860 Printing and Reproduction	-	-	-	-	-	189	189	-	189	0%
5861 Prior Yr Exp (not accrued)	-	309	309	-	(309)	-	309	(309)	-	100%
5863 Professional Development	658	6,040	6,698	4,319	(2,379)	25,913	25,913	-	19,215.29	26%
5866 SPED MH Day/NPS Services	-	414	414	63,333	62,919	380,000	309,905	70,095	309,491	0%
5869 Special Education Contract Instructors	-	354	354	-	(354)	121,962	323,462	(201,500)	323,107	0%
5872 Special Education Encroachment	-	-	-	-	-	9,987	9,987	-	9,987	0%
5875 Staff Recruiting	465	391	856	-	(856)	4,402	4,402	-	3,546.48	19%
5878 Student Assessment	9,594	-	9,594	-	(9,594)	2,000	10,000	(8,000)	406	96%
5881 Student Information System	-	14,676	14,676	-	(14,676)	30,000	20,000	10,000	5,324	73%
5884 Substitutes	-	-	-	-	-	15,030	14,940	90	14,940.00	0%
5887 Technology Services	751	106	857	-	(857)	37,536	37,536	-	36,678.73	2%
5899 Miscellaneous Operating Expenses	-	8,404	8,404	-	(8,404)	-	-	-	(8,404)	
5900 Communications	2,667	1,099	3,766	3,060	(706)	18,360	18,360	-	14,594.22	21%
5905 Communications - Cell Phones	-	-	-	20	20	122	122	-	122	0%
5915 Postage and Delivery	501	216	717	-	(717)	1,530	1,530	-	813	47%
SUBTOTAL - Services & Other Operating Exp.	66,157	95,251	161,408	130,305	(31,103)	1,554,613	1,776,879	(222,266)	1,615,470	9%

East Bay Innovation Academy

Budget vs. Actuals

As of August close

	Actual		Budget vs. Actual			Budget				
	Jul	Aug	Actual YTD	Budget YTD	Variance (YTD less Budget)	Approved Budget	Current Forecast	Variance (Budget vs. Current Forecast)	Forecast Remaining	% of Forecast Spent
	6000 Capital Outlay									
6100 Sites & Improvement of Sites	-	12,175	12,175	-	(12,175)	-	15,000	(15,000)	2,825.00	81%
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	12,175	-	(12,175)	-	15,000	(15,000)	2,825	81%
TOTAL EXPENSES	235,328	462,142	697,469	637,357	(60,112)	5,252,077	5,559,802	(307,726)	4,862,333	13%
6900 Total Depreciation (includes Prior Years)	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENSES including Depreciation	235,328	449,967	685,294	637,357	(47,937)	5,252,077	5,544,802	(292,726)	4,859,508	12%

Cover Sheet

Fiscal 2017 - 2018 Plan Update

Section: VI. Finance
Item: B. Fiscal 2017 - 2018 Plan Update
Purpose: Discuss
Submitted by: Michelle Cho
Related Material: EBIA_financial summary for the board_Sep 2017.pdf

BACKGROUND:
Includes YTD actuals, forecast, special education



Financial Update

EBIA, September 2017

Agenda

- July and August actuals
- Current forecast for FY 2017-18
- Cash update
- Special education overview

YTD Expenses higher than expected

- **Upper school move: site improvements, furniture, moving/cleaning costs, GGA rent**
- **New grade: computers, materials and supplies, software**
- **Payroll: Special education, Quest, Ops**

	Jul	Aug	Actual YTD	Budget YTD	Variance (YTD less Budget)
SUMMARY					
Revenue					
LCFF Entitlement	-	166,586	166,586	166,586	0
Federal Revenue	-	-	-	-	-
Other State Revenues	10,026	9,925	19,951	10,140	9,812
Local Revenues	0	10,892	10,892	0	10,892
Fundraising and Grants	1,101	16,496	17,598	15,000	2,598
Total Revenue	11,128	203,899	215,027	191,726	23,301
Expenses					
Compensation and Benefits	108,763	298,002	406,765	411,509	4,744
Books and Supplies	60,408	56,713	117,121	95,543	(21,578)
Services and Other Operating Expenditures	66,157	95,251	161,408	130,305	(31,103)
Depreciation	-	-	-	-	-
Total Expenses	235,328	449,967	685,294	637,357	(47,937)
Operating Income	(224,200)	(246,067)	(470,267)	(445,631)	(24,636)

Current forecast: \$175K to \$350K deficit

- Revenues: Small ADA loss, SPED reduction offset by one-time funds, SB740
- Expenses: SPED contractor support, Mountain-campus expenses driving the expenses variance

	Approved Budget	Current Forecast	Variance (Budget vs. Current Forecast)	Forecast Remaining
SUMMARY				
Revenue				
LCFF Entitlement	3,876,091	3,857,408	(18,683)	3,690,822
Federal Revenue	356,007	258,786	(97,221)	258,786
Other State Revenues	409,285	602,105	192,820	582,154
Local Revenues	179,434	167,391	(12,043)	156,499
Fundraising and Grants	465,350	464,300	(1,050)	446,702
Total Revenue	5,286,166	5,349,990	63,823	5,134,963
Expenses				
Compensation and Benefits	3,477,931	3,521,120	(43,189)	3,114,355
Books and Supplies	219,533	246,803	(27,271)	129,682
Services and Other Operating Expenditures	1,554,613	1,776,879	(222,266)	1,615,470
Depreciation	-	-	-	-
Total Expenses	5,252,077	5,544,802	(292,726)	4,859,508
Operating Income	34,090	(194,813)	(228,902)	275,455

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



Current forecast deep dive

- **Revenues: +\$64K**
 - ADA decline: -\$20K
 - SPED NPS reimbursement: -\$97K
 - One-time funds: +\$61K
 - SB740: +\$128K (pending)
 - Oakland Measure G1: -\$13K
 - Other: net +\$5K
- **Expenses: +\$293K**
 - Certificated salaries: net -\$28K
 - Classified salaries: net +\$57K
 - Benefits: +\$15K
 - Books and supplies: +\$11K for curriculum/software, +\$16K for furniture
 - Services: +\$84K upper school rent, +\$10K non-instr consultants, -\$70K NPS, +\$202K SPED contract*, +\$8K assessments, -\$10K SIS
 - +\$15K site improvement

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

Cash position positive but tight

Cash days on hand less than 30 days due to upfront expenses and change in expense timing

	2017/18											
	Actual & Projected											
	Jul Actual	Aug Actual	Sep Projected	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	79,455	370,450	382,500	238,880	81,246	58,525	431,353	699,027	1,185,571
Total Revenue	11,128	203,899	248,338	761,440	437,667	330,598	286,803	442,724	846,406	697,696	884,625	678,635
Total Expenses	235,328	462,142	483,774	485,767	456,874	489,355	457,491	484,748	492,880	443,075	417,384	483,059
Operating Cash Inflow (Outflow)	(224,200)	(258,242)	(235,436)	275,673	(19,208)	(158,757)	(170,687)	(42,024)	353,525	254,621	467,241	195,576
Revenues - Prior Year Accruals	329,290	99,493	36,054	2,269	18,204	2,085	-	-	-	-	-	-
Expenses - Prior Year Accruals	(838)	(0)	-	-	-	-	-	-	-	-	-	-
Accounts Receivable - Current Year	-	-	-	-	-	-	-	-	-	-	-	-
Accounts Payable - Current Year	(88,497)	(25,579)	50,000	-	-	-	-	-	-	-	-	-
Summerholdback for Teachers	(73,542)	12,622	19,303	19,303	19,303	19,303	19,303	19,303	19,303	19,303	19,303	19,303
Loans Payable (Current)	-	-	-	-	-	-	-	-	-	-	-	-
Loans Payable (Long Term)	-	-	(6,250)	(6,250)	(6,250)	(6,250)	(6,250)	-	-	(6,250)	-	-
Other Balance Sheet Changes	45,740	-	-	-	-	-	-	-	-	-	-	-
Ending Cash	387,492	215,785	79,455	370,450	382,500	238,880	81,246	58,525	431,353	699,027	1,185,571	1,400,450

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

Special education: Maintenance of Effort through the years

Local contribution beyond special education entitlement/ reimbursements expected to exceed \$1,000/ADA

- Entitlement not keeping up with expenditures

	2014-15	2015-16	2016-17	2017-18e
SPED pupil counts	18	37	54	78
Total SPED Expenditures	\$ 152,044.94	\$ 648,107.77	\$ 737,080.00	\$ 1,152,005.27
Expenditures per pupil count	\$ 8,446.94	\$ 17,516.43	\$ 13,649.63	\$ 14,769.30
Local Contribution	\$ 46,099.94	\$ 260,298.99	\$ 279,673.00	\$ 612,593.00
ADA	206.47	331.65	403.91	472.7
Local Contribution/ADA	\$ 223.28	\$ 784.86	\$ 692.41	\$ 1,295.94

*2017-18e assumes 50% of Seneca contract expended. Legal fees related to special education services not included.



Cover Sheet

EBIA Enrollment Preferences

Section: VII. Governance
Item: A. EBIA Enrollment Preferences
Purpose: Vote
Submitted by:
Related Material:
September 2017 - LTR S. Bradford re Proposed Charter Petition Material Revision v2
redline 091817 (SHE).docx

[PLACE ON EBIA LETTERHEAD]

September [], 2017

Via Email

Silke Bradford, Director of Quality Diverse Providers
 OUSD Office of Charter Schools
 1000 Broadway, 6th Floor, Suite 639
 Oakland, CA 94607

RE: Request for Administrative Material Revision to Charter Petition

Dear Director Bradford:

I am writing on behalf of East Bay Innovation Academy (“EBIA” or the “Charter School”) to request an administrative material revision to the EBIA charter petition. The Charter School is seeking this material revision for three primary reasons. First, EBIA aims to maintain and increase the percentage of its students who reside within the Oakland Unified School District (“OUSD”). As an OUSD-authorized charter school, Oakland is our target community.

Second, EBIA is committed to serving students who are eligible for free or reduced price meals (“FRPM”). Adding an admission preference for students who attend or reside in the attendance area of the local elementary schools is designed to increase EBIA’s overall diversity, and especially its FRPM percentage. The neighborhood schools reported the following demographics in 2016-17:

Demographic Characteristic	Grass Valley Elementary	Carl B. Munck Elementary	EBIA
African American	66.2%	61.9%	16.2%
American Indian or Alaska Native	0	3.3%	0
Asian	3.1%	3.8%	4.3%
Filipino	0	0.4%	2.1%
Hispanic or Latino	20.8%	16.3%	29.8%
Pacific Islander	1.5%	1.7%	0.2%
White	3.1%	4.6%	30.8%
Two or More Races	5%	5.9%	16.5%
FRPM Status	73.1%	72.4	19.1%
English Learner	18.5%	10.5%	6%
Student with Disabilities	<u>NEED</u>	<u>NEED</u>	<u>NEED</u>

Third, the Charter School has recently moved into a private facility for its upper school. The location of this facility places EBIA in a position to apply for rent and other facility-related cost reimbursement from the California School Finance Authority through the Charter School Facility Grant Program (SB 740). Receiving this Grant would allow the Charter School to pour even more of its resources into direct educational services for its students. In order to qualify for the Grant, EBIA must have a specific admission preference in its charter petition. This legally-required preference has been accounted for in the proposed revisions presented below.

Proposed Administrative Material Revision

New Language – Clean Version

As defined in EBIA’s Admission Policy (See Appendix 8.1), admission preferences in the case of a public random drawing shall be given to the following students in the following order of declining priority

1. Children of EBIA employees, the EBIA Board of Directors, and EBIA Founding Families are exempt from the random public drawing, and will be admitted to EBIA, provided all enrollment materials are fully completed and submitted by the announced deadlines. (Please see Appendix 8.1 for further details.)
2. Siblings of enrolled students are exempt from the random public drawing and will be admitted to EBIA, provided all enrollment materials are fully completed and submitted by the announced deadlines.
3. Students who are currently enrolled in, and students who reside in, the public elementary school where the Charter School is physically located will be given an admission preference, with a 5:1 weighting factor, or as otherwise agreed upon with the authorizer.
4. Residents of the District participating in the random public drawing will be given a 4:1 weighting factor, or as otherwise agreed upon with the authorizer.
5. All other applicants.

New Language – Redline Version

As defined in EBIA’s Admission Policy (See Appendix 8.1), admission preferences in the case of a public random drawing shall be given to the following students in the following order of declining priority

1. Children of EBIA employees, the EBIA Board of Directors, and EBIA Founding Families are exempt from the random public drawing, and will be admitted to EBIA, provided all enrollment materials are fully completed and submitted by the announced deadlines. (Please see Appendix 8.1 for further details.)
2. Siblings of enrolled students are exempt from the random public drawing and will be admitted to EBIA, provided all enrollment materials are fully completed and submitted by the announced deadlines.
3. Students who are currently enrolled in, and students who reside in, the public elementary school where the Charter School is physically located will be given an admission preference, with a 5:1 weighting factor, or as otherwise agreed upon with the authorizer.

4. Residents of the District participating in the random public drawing will be given a [24:1](#) weighting factor, or as otherwise agreed upon with the authorizer.
5. All other applicants.

* * *

Should you have any questions or need additional information, I am available at your convenience.

Sincerely,

Devin Krugman,
Head of School

Cover Sheet

Consent Agenda

Section: VII. Governance
Item: B. Consent Agenda
Purpose: Vote
Submitted by:
Related Material:

EBIA - 2017-18 August Credit Card Register (1).pdf
September 2017 - EBIA - 2017-18 YTD Check Register (1).pdf
September 2017 - EBIA_Dr Franklin_Master Contract 2017-18.PDF
September 2017 - EOC Letter of Intent SY17-18 Enrollments EBIA - Sep 2017 v1.2.docx



Credit Card Register

East Bay Innovation
 Academy
 August 2017

Grand Total 14,566.55

Credit Card	Vendor	Statement Date	Description	Transaction Amount
9515-2022	WWW.NEWEGG.COM	8/23/2017	07/26 - www.newegg.com - Network Switch for Mountain	84.67
9515-2022	The Home Depot	8/23/2017	08/02 - The Home Depot - Supplies for Upper School CB Charging	368.22
9515-2022	Office Depot	8/23/2017	08/03 - Office Depot - Labels for Chromebooks	75.94
9515-2022	Economy Lumber	8/23/2017	08/03 - Economy Lumber - Whiteboards for Mountain	489.48
9515-2022	Target	8/23/2017	08/04 - Target - Contact paper for chromebooks	68.25
9515-2022	Noah's Bagels	8/23/2017	08/04 - Noah's Bagels - Bagels for Volunteers	14.99
9515-2022	Noah'S-Online Catering	8/23/2017	08/05 - Noah's-Online Catering - Bagels for Volunteers	29.99
9515-2022	Costco Membership	8/23/2017	08/11 - Costco Wholesale - Printer, Fem Hygene	265.63
9515-2022	SQ *Captain Move-A-Lot	8/23/2017	08/11 - SQ *Captain Move-A-Lot - Moving Truck for Mountain Move	954.50
9515-2022	Wells Fargo	8/23/2017	08/23 - Wells Fargo VISA CC (2022) - Overlimit Fee - Late Fee	39.00
9515-2030	Vistapr*Vistaprint.com	8/23/2017	07/26 - VistApr*VistaPrint.com - EBIA Stickers	167.10
9515-2030	DRI*Nextdayflyers	8/23/2017	07/26 - DRI*Nextdayflyers - Signage for Mountain	133.74
9515-2030	SQ *Automattic Gosq	8/23/2017	07/26 - SQ *Automattic Gosq - 12 tables for Mountain	2,000.00
9515-2030	Amazon Mktplace Pmts	8/23/2017	07/26 - Amazon Mktplace Pmts - Contact Paper	142.19
9515-2030	Streakwave Wireless	8/23/2017	07/27 - Streakwave Wireless	1,257.03
9515-2030	PAPA JOHN'S	8/23/2017	07/29 - PAPA JOHN'S	83.09
9515-2030	PAYPAL	8/23/2017	07/31 - Paypal - Tranlations - Parent/Student Handbook	452.30
9515-2030	PAYPAL	8/23/2017	07/31 - Paypal - Tranlations - Parent COMMS	35.00
9515-2030	PAYPAL	8/23/2017	08/01 - Paypal - Tranlations - Parent COMMS	63.31
9515-2030	Indeed	8/23/2017	08/01 - Indeed - Job Postings	93.99
9515-2030	Amazon Mktplace Pmts	8/23/2017	08/01 - Amazon Mktplace Pmts - Label Making Supplies	38.60

Credit Card	Vendor	Statement Date	Description	Transaction Amount
9515-2030	Amazon Mktplace Pmts	8/23/2017	08/02 - Amazon Mktplace Pmts - Tools	45.55
			08/04 - Amazon Mktplace Pmts - Ice Cream Social	
9515-2030	Amazon Mktplace Pmts	8/23/2017	Supplies	62.36
9515-2030	Adobe *ID Creative	8/23/2017	08/05 - Adobe *ID Creative - Devin's Adobe subscr.	19.99
9515-2030	RingCentral, Inc	8/23/2017	08/06 - RingCentral, Inc - Office Phone lines	613.60
9515-2030	PAYPAL	8/23/2017	08/07 - Paypal - Tranlations - Parent COMMS	38.11
9515-2030	Costco Business Delivery	8/23/2017	08/07 - Costco Business Delivery - Student Chairs	1,319.76
9515-2030	Costco Business Delivery	8/23/2017	08/07 - Costco Business Delivery - Student Chairs	104.19
9515-2030	Catsone.com	8/23/2017	08/08 - Catsone.com - Applicant Tracking	297.00
9515-2030	PAYPAL	8/23/2017	08/08 - Paypal	179.76
9515-2030	Dropbox	8/23/2017	08/08 - Dropbox	9.99
9515-2030	PAYPAL	8/23/2017	08/09 - Paypal - Tranlations - Parent COMMS	70.50
9515-2030	Mesa Safe	8/23/2017	08/10 - Mesa Safe - Locks for Mountain	1,112.50
9515-2030	PAYPAL	8/23/2017	08/10 - Paypal - Tranlations - Parent COMMS	240.00
9515-2030	Amazon.com	8/23/2017	08/11 - Amazon.com - Pads, Q tips, Antiseptic	38.47
9515-2030	Amazon Mktplace Pmts	8/23/2017	08/12 - Amazon Mktplace Pmts	95.92
			08/12 - Amazon Mktplace Pmts - Neosporin, Dry	
9515-2030	Amazon Mktplace Pmts	8/23/2017	Erase, Purell Packs	224.88
9515-2030	Codebender INC	8/23/2017	08/14 - Codebender INC	20.00
9515-2030	Mesa Safe	8/23/2017	08/15 - Mesa Safe	151.35
9515-2030	Dropbox	8/23/2017	08/16 - Dropbox	99.00
9515-2030	Amazon Mktplace Pmts	8/23/2017	08/16 - Amazon Mktplace Pmts - Projectors	1,375.16
9515-2030	Amazon.com	8/23/2017	08/17 - Amazon.com - Projectors	779.81
			08/17 - Amazon Mktplace Pmts - Pens, Fingertip	
9515-2030	Amazon Mktplace Pmts	8/23/2017	Moistener	12.12
9515-2030	Amazon.com	8/23/2017	08/17 - Amazon.com - Frankenstein Book	360.80
9515-2030	Park Burger	8/23/2017	08/18 - Park Burger	122.08
9515-2030	Amazon Mktplace Pmts	8/23/2017	08/19 - Amazon Mktplace Pmts	20.22
9515-2030	Amazon Mktplace Pmts	8/23/2017	08/19 - Amazon Mktplace Pmts	23.74
9515-2030	Amazon Mktplace Pmts	8/23/2017	08/19 - Amazon Mktplace Pmts	33.94
9515-2030	Amazon Mktplace Pmts	8/23/2017	08/19 - Amazon Mktplace Pmts	5.84
9515-2030	Amazon Mktplace Pmts	8/23/2017	08/19 - Amazon Mktplace Pmts	10.65
9515-2030	Amazon Mktplace Pmts	8/23/2017	08/21 - Amazon Mktplace Pmts	222.24

Check Register



**East Bay Innovation Academy
 August 2017**

Grand Total

Vendor	Check Number	Void	Date	Description
Ca Charter School JPA	DB080217		8/2/2017	DB080217; Ca Charter School JPA
Golden Gate Academy	M1256		8/3/2017	M1256; EBIA Rent: 08/14 - 09/13/17
Golden Gate Academy	M1258		8/7/2017	M1258 - GOLDEN GATE ACADEMY
Henry C. Levy, Tax Collector, Alameda County	4799		8/8/2017	Acct# 02-364054-00-001-17-00-00; Unsecured Property Tax
Danielle Alberico	4800		8/8/2017	Reimb: Live Scan
American Logistics Company, LLC	4801		8/8/2017	Client# 1551; Special Ed Transportation: June 2017
Aaron Basuel	4802		8/8/2017	Reimb: Live Scan
Katie Binder	4803		8/8/2017	Reimb: Picnic Tables for Both Campuses
Mason Brown	4804		8/8/2017	Reimb: Live Scan Fingerprint
CDW Government	4805		8/8/2017	Cust: 12218286; ACER C940 4GB Chrome & Recycling Fee Due: 08/23/17
Michelle Cho	4806		8/8/2017	Reimb: DOJ Live scan
Christina Clemens	4807		8/8/2017	Reimb: Live Scan
John Dudeck	4808		8/8/2017	Reimb: Auction Purchase Refund
Illuminate Education	4809		8/8/2017	Illuminate Data and Assessment Management System, Student Information & KSA Item Bank CustID: 000709549-0000; Billing# 681343504; Insurance Premium: September 2017 + Retroactive
Kaiser Foundation Health Plan	4810		8/8/2017	Dues Due: 08/25/17
Stacey Ward Kelly	4811		8/8/2017	Reimb: Live Scan
Napa County Office of Education	4812		8/8/2017	Ropes Course for Teachers
ThinkCERCA.com. Inc.	4813		8/8/2017	ThinkCERCA Student Licenses to Enterprise Edition of Program/Framework/Tools
Lansine Toure	4814		8/8/2017	Reimb: Discounted Hotel Parking & Mileage
WeVideo Inc.	4815		8/8/2017	EDU-SY Subscription Through 06/30/18
Alex Wood	4816		8/8/2017	Reimb: Live Scan Fingerprint
LOSS PREVENTION GROUP	M1257		8/14/2017	M1257 - LOSS PREVENTION GROUP
Teach Speech	4817		8/17/2017	Teach Speech Hours: July 2017
CDW Government	4818		8/17/2017	Cust: 12218286; ACAD Google Chrome MGT Console LIC

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
Copower	4819		8/17/2017	ID#902360; Premium: September 2017 & Adjustments
Costco Business Delivery	4820		8/17/2017	Cust# 208423582; L/T Stack Chair - Resin/Blk
Christal Curry	4821		8/17/2017	Reimb: Volunteer Lunch
Ernest Delaune	4822		8/17/2017	Reimb: Livescan
Jaymee Huggins	4823		8/17/2017	Reimb: Livescan
Law Offices of Young, Minney & Corr, LLP	4824		8/17/2017	Professional Svcs through 07/31/17
Marlin Business Bank	4825		8/17/2017	Acct# 1480401; Contract# 401-1480401-001/002; Contract Payment: Cres Cor Cook n Hold Oven & Insurance Fee
Office Depot	4826		8/17/2017	Acct# 16610744; Supplies
Amanda Okamoto	4827		8/17/2017	Reimb: Thank You for CPR Instructor
Premier Agendas Inc	4828		8/17/2017	Cust# 2378717; Materials & Supplies
Seeds Community Resolution Center	4829		8/17/2017	RJ Fees for Service
Seneca Family of Agencies	4830		8/17/2017	NPS Tuition: 07/01 - 07/31/17
Team One Solutions	4831		8/17/2017	Cabling Svc (2nd Half)
Traffic Engineering, Inc	4832		8/17/2017	Traffic Consulting Svcs': 07/01 - 07/31/17
Waste Management	4833		8/17/2017	Cust# 14-87021-73008; Waste Svc: 07/16 - 07/31/17
Michael Zacharia	4834		8/17/2017	Bookkeeping Svc: 07/01 - 07/31/17
Acer	4835		8/18/2017	PO# PO# 667; Keyboard W/Upper Case Assy W/ Touchpad
Alhambra	4836		8/18/2017	Acct: 631790916125678; Water Srvc: July 2017
Alma	4837		8/18/2017	CE Consultation: 2017 - 2018
AT&T	4838		8/18/2017	Acct# 072 085 5436 436; Internet Server
Better Home Remodeling	4839		8/18/2017	Svc: Painting, Carpet, Lockers & Water
California Department of Education	4840		8/18/2017	FY 2016-17 Title 1 Part A Basic Grant Funds
CDW Government	4841		8/18/2017	Cust: 12218286; 3Y RPR Chrome Book ADH
Michelle Cho	4842		8/18/2017	Reimb: CPM PD Stay & Pads
Comcast	4843		8/18/2017	Acct: 8155 40 039 4380214; High-Speed Internet Svc
Darius Foster	4844		8/18/2017	Reimb: Basket Ball Tournament
NCS Pearson, Inc.	4845		8/18/2017	Cust#1774742; Materials & Supplies
Office Depot	4846		8/18/2017	Acct# 16610744; Materials & Supplies/Stamps
Billy Reed	4847		8/18/2017	Reimb: Live Scan
Brandon Russell	4848		8/18/2017	Reimb: Live Scan
Waste Management Of Alameda County	4849		8/18/2017	Cust# 14897-08907; Waste Svc: July 2017

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
BambooHR	DB081817		8/18/2017	DB081817; HR Tracking Software - Monthly Subscription
Wells Fargo	DB082117		8/21/2017	DB082117 - Online pymt
Wells Fargo	DB082117A		8/21/2017	DB082117A; Online pymt
PG&E	DB082817		8/28/2017	DB082817; PG&E
Laurie Jacobson Jones	M1259		8/28/2017	M1259; Reimburse for large purchases made for Mtn campus
Alhambra	4850		8/29/2017	Acct#631790914021372; Water Svc: 07/21, 08/02 & 08/07/17
California Department of Education	4851		8/29/2017	Overpayment: FY 2016-17 Title II Part A Improving Teacher Quality Funds
Costco Business Delivery	4852		8/29/2017	Cust# 208423582; L/T Stack Chair - Resin/Blk
EdTec	4853		8/29/2017	Monthly Services: August 2017
Jaleza Funicellio	4854		8/29/2017	Reimb: Live Scan
Kathleen Morgan	4855		8/29/2017	Reimb: Live Scan
Zach Powers	4856		8/29/2017	Reimb: Back to School Night
Seneca Family of Agencies	4857		8/29/2017	Svc: Mental Health - 07/01 - 07/31/17
Team One Solutions	4858		8/29/2017	Cabling Svc: Cat 6 Data Patch Cords
Wordplay Speech Therapy Center	4859		8/29/2017	Svc: OT Assessment, Report and IEP/Drive Time & Mileage

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.

176,811.00

Check Amount

5,351.00

14,391.00

6,050.00

148.99

57.00

4,225.00

57.00

3,023.49

64.00

12,352.00

59.00

70.00

270.00

12,676.00

17,204.91

54.00

850.00

5,231.00

582.72

812.70

62.00

52.00

354.38

250.00

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.

Check Amount

<u>2,551.65</u>
<u>1,423.95</u>
<u>212.53</u>
<u>76.00</u>
<u>128.57</u>
<u>15,187.33</u>

<u>477.67</u>
<u>222.77</u>
<u>30.00</u>
<u>351.95</u>
<u>4,812.50</u>
<u>189.00</u>
<u>3,991.36</u>
<u>4,482.00</u>

<u>99.58</u>
<u>893.75</u>

<u>498.78</u>
<u>96.80</u>
<u>2,000.00</u>
<u>485.73</u>
<u>12,175.00</u>
<u>903.00</u>
<u>15,233.90</u>
<u>295.73</u>

<u>106.23</u>
<u>309.43</u>
<u>76.75</u>
<u>744.81</u>
<u>55.50</u>
<u>51.00</u>
<u>466.53</u>

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.

Check Amount

234.00
<u>2,351.67</u>
7,656.31
<u>2,278.07</u>
2,764.53
<u>113.27</u>
23.00
<u>277.84</u>
7,000.00
<u>57.00</u>
<u>87.00</u>
<u>104.55</u>
<u>225.00</u>
<u>54.63</u>
<u>706.14</u>

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

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2017-2018

CONTRACT NUMBER:

LOCAL EDUCATION AGENCY: East Bay Innovation Academy
NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: East Bay Family Institute

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 Charter SELPA and East Bay Family Institute (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 subcontracted 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 or residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

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

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

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

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

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

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

59. PAYMENT FROM OUTSIDE AGENCIES

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

60. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

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

NONPUBLIC SCHOOL STUDENT ABSENCE

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

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

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

NONPUBLIC AGENCY STUDENT ABSENCE

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

61. INSPECTION AND AUDIT

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

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, 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

East Bay Family Institute

Nonpublic School/Agency

By: _____
Signature Date

Name and Title of Authorized Representative

LEA

East Bay Innovation Academy

LEA Name

By: Michelle Cho 9/14/17
Signature Date

Michelle Cho COO/CFO
Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

Dr. Lesleigh Franklin, Executive Director

Name and Title
East Bay Family Institute

Nonpublic School/Agency/Related Service Provider

411 30th Street #502

Address
Oakland, CA, 94609

City State Zip
510.268.8544

Phone Fax
drlesleighfranklin@gmail.com

Email

Notices to LEA shall be addressed to:

Lansine Toure, DESEL

Name and Title
East Bay Innovation Academy

LEA

3400 Malcolm Ave

Address
Oakland, CA, 94605

City State Zip
510.577.9557

Phone Fax
ltoure@eastbayia.org

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

Phone Fax
Dkrugman@eastbayia.org

Email

EXHIBIT A: 2017-2018 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: East Bay Innovation Academy

The CONTRACTOR CDS NUMBER: _____

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

Maximum Contract Amount: \$70,000/year

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

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

<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>Counseling and Guidance (515)</u>	_____	_____
<u>Parent Counseling (520)</u>	_____	_____
<u>Social Work Services (525)</u>	_____	_____
<u>Psychological Services (530)</u>	_____	_____
<u>Behavior Intervention Services (535)</u>	_____	_____
<u>Specialized Services for Low Incidence Disabilities (610)</u>	_____	_____
<u>Specialized Deaf and Hard of Hearing (710)</u>	_____	_____
<u>Interpreter Services (715)</u>	_____	_____

<u>Audiological Services (720)</u>	<u>_____</u>	<u>_____</u>
<u>Specialized Vision Services (725)</u>	<u>_____</u>	<u>_____</u>
<u>Orientation and Mobility (730)</u>	<u>_____</u>	<u>_____</u>
<u>Specialized Orthopedic Services (740)</u>	<u>_____</u>	<u>_____</u>
<u>Reader Services (745)</u>	<u>_____</u>	<u>_____</u>
<u>Transcription Services (755)</u>	<u>_____</u>	<u>_____</u>
<u>Recreation Services, Including Therapeutic (760)</u>	<u>_____</u>	<u>_____</u>
<u>College Awareness (820)</u>	<u>_____</u>	<u>_____</u>
<u>Work Experience Education (850)</u>	<u>_____</u>	<u>_____</u>
<u>Job Coaching (855)</u>	<u>_____</u>	<u>_____</u>
<u>Mentoring (860)</u>	<u>_____</u>	<u>_____</u>
<u>Travel Training (870)</u>	<u>_____</u>	<u>_____</u>
<u>Other Transition Services (890)</u>	<u>_____</u>	<u>_____</u>
<u>Other (900)</u>	<u>_____</u>	<u>_____</u>



ENROLL OAKLAND CHARTERS

INTENT TO PARTICIPATE SY 2017-18 COMMON APPLICATION

AND INSIGHTS/EXPECTATIONS FOR SY 2018-19

School Name (or CMO, if applicable): _____

Your Name: _____ Title: _____

This Letter of Intent conveys meaningful interest to participate in the SY 2017-18 EOC Common Application for enrollments for the SY 2018-19 but is NOT a legally-binding document and does not obligate you or your organization to participate in any future initiatives.

Given that:

- The previously fragmented system of enrollment was difficult for families to navigate, and was especially challenging for the most disadvantaged families; and
- Our school or CMO wishes to make the public school enrollment process as easy as possible for all Oakland families; and
- A collaborative charter-sector enrollment system has benefits for our school or CMO

We are interested in continuing our participation/participating in a city-wide charter enrollment system, which would include the following elements for enrollments for SY 2018-19:

- A common application and timeline;
 - Draft SY 2017-18 Timeline:
 - October 15, 2017 - Finalize lottery preferences
 - November 1, 2017 - Round 1 application launch
 - January 2018 - Lottery verification
 - February 16, 2018 - Round 1 applications due
 - March 6 - 9, 2018 - Schools run lotteries and notify families of results
 - March 30, 2018 - Parent due date to accept or decline Round 1 lottery offers
- Extended application window; EBIA will offer extended access for Round 1 applications through a standalone application in the EBIA instance that mirrors the EOC common application. EBIA will coordinate with EOC around visibility and integration of application data in the EOC system, but data will not flow from the EBIA instance into the EOC instance.
 - October 1-31 – Early applications
 - February 17-27 – Extended application period
- 2019-20 TBD based on input from the EOC Council and Steering Committee
- Data sharing about applications, enrollments, transfers, waitlists, and accepted offers; and
 - Including CBEDS data to report on the full enrollment cycle, subgroups, and mimic OUSD Strategic Regional Analysis (SRA) . OUSD 2016-17 SRA: <http://www.ousddata.org/strategic-regional-analysis.html>

- [Use of data use will be limited to address and enrollment activity. No family or student identifiers or school association will be used.](#)
- Joint marketing and outreach activities.

I understand that this will mean:

- My school will be fully supported by the Enroll Oakland Charters (EOC) team, including training and development of school staff, standard operating procedures, communication templates and best practices, direct support provided to families, and school and sector-level data analysis and information sharing including real-time visibility to my school's applicants.
 - To provide this service, EOC will require access to school level SchoolMInt instances. You can review the 2016-17 agreement here: https://docs.google.com/document/d/1OU-ogDRt7xs90mx7uczMXBzAmwgFPkjvuuLwjEy_R5Y/edit
- All applicants to my school must submit an EOC application during the EOC application window. My school will not create or distribute a school-specific application for any grades my school serves during that window.
- My school will work with EOC to provide information in a timely fashion for the school choice collateral.
- My school will use separate, school managed ~~the EOC-provided~~ tools and protocols via SchoolMint for running lotteries, waitlist management, collecting verification documentation, and communicating offers to families across all grades my school serves. EBIA and EOC will collaborate with the software vendor to develop a process for ensuring the best way to provide visibility and data throughout the process to support parents and EOC coordination efforts.
- My school will not require verification documentation before running a lottery for any grades my school serves.
- My school will work with EOC to assess the feasibility of an Accept One Offer system as well as a common registration process for 2018-19 and/or 2019-20 school year. If an Accept One Offer system is implemented, EBIA and EOC will develop a process to identify and resolve any multiple accepts. EBIA will also inform families that do accept an offer in the EBIA instance that other EOC offers will automatically be declined.
- My school will publicly post a link to the EOC application, common application verbiage, and lottery date(s) on the school's website.
- My school will receive summary information about applications and accepted offers at other participating charter schools, which my school can use to predict and manage our roster.
- My school will participate in EOC community outreach activities, for example: city-wide charter school options fairs, regional transition grade fairs, and targeted events with community based organizations.
- My school will participate in EOC training sessions, for example: EOC year 2 kickoff (September), operations training (October, January, March).
- My school understands EOC collaborates with Oakland Unified School District on choice collateral, options activities, summary data sharing, and developing a blueprint towards an citywide application system.

- While EOC will pay for the application, communication, lottery, and waitlist software licensing for the enrollment process corresponding to the 2018/19 school year, my school will be responsible for paying software costs for the enrollment process corresponding to the 2019/20 school year.

Representative for EOC Enrollment Council:

*Each participating school or CMO may have one member on the EOC Enrollment Council. Ideally, Council members have **decision-making authority** at their school and are well-informed about enrollment processes and challenges at their school.*

Name: _____ Role/Title: _____

Email Address: _____ Phone Number: _____

Lottery Configuration Signatory:

*A person with **decision-making authority** at your school will be required to review and approve final lottery preferences, weightings, and quotas prior to the launch of the Round 1 application. For a CMO, list who will identify this individual at each school.*

Name: _____ Role/Title: _____

Email Address: _____ Phone Number: _____

Operations contact(s) for my school/CMO:

Your school may have as many operations contacts as needed. Operations contacts are people at your school who deal with applications and enrollment on a regular basis and need to be “in-the-know” with regards to EOC and SchoolMint updates. Please identify the lead operations contact for enrollment and EOC can work with them to keep all school level operations contacts in the loop.

Name: _____ Role/Title: _____

Email Address: _____ Phone Number: _____

Signatory must have decision making authority for your school and/or CMO

Signature: 

Print Name: Devin Krugman

Date: September 19th, 2017