



East Bay Innovation Academy

Board Meeting

Date and Time

Wednesday November 18, 2020 at 8:00 PM PST

Location

Pursuant to the Governor's Executive Order N-29-20, all members of a legislative body and appropriate staff will participate in legislative meetings via phone/video conference until shelter in place order is lifted. Please see meeting link and telephone numbers below to attend and provide public comment at the EBIA Board Meeting.

DUE TO SHELTER IN PLACE ORDER - this meeting will be held online using Zoom ONLY. Please join us!!!

Zoom:

hipaa@eastbayia.org EBIA is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting

<https://zoom.us/j/96514779883?pwd=Rk5hQTdKanFhWEIJSE1pY2RoTnJnQT09>

Meeting ID: 965 1477 9883

Passcode: 023606

One tap mobile

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Meeting ID: 965 1477 9883

Find your local number: <https://zoom.us/u/anWIKd4i5>

Agenda

	Purpose	Presenter	Time
I. Opening Items			8:00 PM
Opening Items			
A. Record East Bay Innovation Academy Board Meeting Attendance and Guests		Rochelle Benning	1 m

B. Call the Meeting to Order		Rochelle Benning	1 m
C. Approve Minutes from the Last East Bay Innovation Academy Board Meeting	Approve Minutes	Rochelle Benning	1 m
Approve minutes for Board Meeting on October 21, 2020			
D. Opening Session - Public Comment (Any Agenda or Non-Agenda Items)		Rochelle Benning	15 m
Public comment is limited to a maximum of 3 minutes of comment time per speaker			

II. Governance 8:18 PM

Governance

A. Review and Approve East Bay Innovation Academy Consent Agenda Items	Vote	Rochelle Benning	5 m
Consent Agenda Items			
- EBIA OCTOBER 2020 Check and Credit Card Register			
- EBIA SY 19-20 Audited Report and Governance Letter			
- El Dorado Charter SELPA Local Plan B and 2021-22 Participation Agreement			
- NPS Master Contract			

III. Academic Excellence 8:23 PM

Academic Excellence

A. East Bay Innovation Academy Academic Updates	Discuss	Zach Powers	30 m
- Review Trimester 1 outcomes and survey results			
- Review Fall Intersession			
B. Discuss and approve temporary change in trimester reporting for grades 6-8	Vote	Kim Frankel	10 m
- Prioritizing core subjects during the pandemic online learning			

IV. Finance and Development 9:03 PM

Finance

A. East Bay Innovation Academy Year To Date Financial Update	Discuss	Michelle Cho	10 m
<ul style="list-style-type: none"> • Review EBIA Year To Date October 2020 financial results • Review current forecast 			
B. Review East Bay Innovation Academy First Interim report	Vote	Michelle Cho	5 m
- review and approve EBIA SY 2020-21 First Interim report			

V. East Bay Innovation Facility Matters 9:18 PM

Facility

- | | | | |
|---|------|--------------|------|
| A. East Bay Innovation Academy Monthly Facility Update | Vote | Michelle Cho | 10 m |
| <ul style="list-style-type: none"> - Update on EBIA facilities - status, condition, or other facilities related matters. - Approve In-Lieu Agreement for Marshall campus. | | | |

VI. Other Business 9:28 PM

- | | | | |
|---|---------|------------------|-----|
| A. Confirm Board Meeting Dates through 2020 - 2021 School Year | Discuss | Rochelle Benning | 2 m |
|---|---------|------------------|-----|

Current board meetings through the end of the school year are scheduled follows - do we need to make any adjustments that we can incorporate into our schedule now?

December - Winter Break
 Wednesday 1/20/2021
 Wednesday, 2/17/2021
 Wednesday, 3/17/2021
 Wednesday, 4/21/2021
 Wednesday, 5/19/2021
 Wednesday, 6/9/2021
 July - 2021 Summer Break

- | | | | |
|---|-----|------------------|------|
| B. Closing Session - Public Comment (Any Agenda or Non-Agenda Items) | FYI | Rochelle Benning | 10 m |
|---|-----|------------------|------|

Public comment is limited to a maximum of 3 minutes of comment time per speaker

VII. Closing Items 9:40 PM

- | | | | |
|---------------------------|------|------------------|-----|
| A. Adjourn Meeting | Vote | Rochelle Benning | 1 m |
|---------------------------|------|------------------|-----|

Cover Sheet

Approve Minutes from the Last East Bay Innovation Academy Board Meeting

Section: I. Opening Items
Item: C. Approve Minutes from the Last East Bay Innovation Academy Board Meeting
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for Board Meeting on October 21, 2020

DRAFT



East Bay Innovation Academy

Minutes

Board Meeting

Date and Time

Wednesday October 21, 2020 at 8:00 PM

Location

Pursuant to the Governor's Executive Order N-29-20, all members of a legislative body and appropriate staff will participate in legislative meetings via phone/video conference until shelter in place order is lifted. Please see meeting link and telephone numbers below to attend and provide public comment at the EBIA Board Meeting.

DUE TO SHELTER IN PLACE ORDER - this meeting will be held online using Zoom ONLY. Please join us!!!

Zoom:

hipaa@eastbayia.org EBIA is inviting you to a scheduled Zoom meeting.

Topic: EBIA Board Meeting

Time: Oct 21, 2020 08:00 PM Pacific Time (US and Canada)

Join Zoom Meeting

<https://zoom.us/j/92379531170?pwd=YjRoODIReUdxNUFXeGJYT0VzRlVwQT09>

Meeting ID: 923 7953 1170

Passcode: 742084

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+1 346 248 7799 US (Houston)

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Germantown)

Meeting ID: 923 7953 1170

Find your local number: <https://zoom.us/j/9123456789>

Directors Present

Brad Edgar (remote), Kelly Garcia (remote), Ken Berrick (remote), Laurie Jacobson Jones (remote), Rochelle Benning (remote)

Directors Absent

None

Guests Present

Michelle Cho (remote)

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 Oct 21, 2020 @ 8:04 PM.

C. Approve Minutes from the Last East Bay Innovation Academy Board Meeting

Laurie Jacobson Jones made a motion to approve the minutes from Board Meeting on 09-23-20.

Brad Edgar seconded the motion.

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

Roll Call

Laurie Jacobson Jones	Aye
Rochelle Benning	Aye
Ken Berrick	Aye
Brad Edgar	Aye
Kelly Garcia	Aye

D. Opening Session - Public Comment (Any Agenda or Non-Agenda Items)

One member of the public attended, she provided no public comment at this time.

II. Governance

A. Review and Approve East Bay Innovation Academy Consent Agenda Items

No questions on the items in the consent agenda.

Ken Berrick made a motion to approve the consent agenda.

Laurie Jacobson Jones seconded the motion.

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

Roll Call

Rochelle Benning	Aye
Laurie Jacobson Jones	Aye
Ken Berrick	Aye
Kelly Garcia	Aye
Brad Edgar	Aye

III. Academic Excellence

A. East Bay Innovation Academy Academic Updates

Please see the board packet for the materials reviewed for this topic.

IV. Finance and Development

A. Review East Bay Innovation Academy Fiscal 2019-2020 Draft External Audit Report

Kelly Garcia made a motion to to approve the draft external audit report for 2019-2020.

Laurie Jacobson Jones seconded the motion.

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

Roll Call

Brad Edgar Aye

Ken Berrick Aye

Kelly Garcia Aye

Rochelle Benning Aye

Laurie Jacobson Jones Aye

Ken Berrick made a motion to approve the measure G1 audit report for submission to OUSD.

Laurie Jacobson Jones seconded the motion.

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

Roll Call

Rochelle Benning Aye

Kelly Garcia Aye

Brad Edgar Aye

Ken Berrick Aye

Laurie Jacobson Jones Aye

B. East Bay Innovation Academy Year To Date Financial Update

Reviewed the year to date financial update in the board packet slides.

Laurie Jacobson Jones made a motion to to approve the reviewed 2020 budget per the materials.

Brad Edgar seconded the motion.

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

Roll Call

Kelly Garcia Aye

Brad Edgar Aye

Laurie Jacobson Jones Aye

Rochelle Benning Aye

Ken Berrick Aye

V. Facility

A. East Bay Innovation Academy Monthly Facility Update

Ken Berrick made a motion to approve the Prop 39 facility request for 2021 - 2022.

Kelly Garcia seconded the motion.

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

Roll Call

Rochelle Benning Aye

Ken Berrick Aye

Brad Edgar Aye

Laurie Jacobson Jones Aye

Kelly Garcia Aye

VI. Other Business

- A. **Confirm Board Meeting Dates through 2020 - 2021 School Year**
dates were confirmed.
- B. **Closing Session - Public Comment (Any Agenda or Non-Agenda Items)**
no public comment was provided.

VII. Closing Items

A. Adjourn Meeting

Laurie Jacobson Jones made a motion to adjourn the meeting.

Brad Edgar seconded the motion.

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

Roll Call

Kelly Garcia Aye

Rochelle Benning Aye

Brad Edgar Aye

Ken Berrick Aye

Laurie Jacobson Jones Aye

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 9:04 PM.

Respectfully Submitted,
Rochelle Benning

Cover Sheet

Review and Approve East Bay Innovation Academy Consent Agenda Items

Section: II. Governance
Item: A. Review and Approve East Bay Innovation Academy Consent Agenda Items
Purpose: Vote
Submitted by:

Related Material:

2020-Local-Plan-Part-B-Governance-El-Dorado-Charter-SELPA-Adopted-CEO-Council-10-7-20.pdf
2021-22-Selpa participation_agreement.pdf
EBIA Board Check CC Register - Oct 2020.pdf
EastBayInnovationAcademyGovLtr20.pdf
EastBayInnovationAcademyRpt20.pdf
MC EBIA_La Cheim 2020-21.pdf

SELPA

Fiscal Year

LOCAL PLAN
Section B: Governance and Administration
SPECIAL EDUCATION LOCAL PLAN AREA



California Department of Education
Special Education Division
January 2020

Section B: Governance and Administration

SELPA

Fiscal Year

B. Governance and Administration

California *Education Code (EC)* sections 56195 et seq. and 56205

Participating Local Educational Agencies

Participating local educational agencies (LEAs) included in the Special Education Local Plan Area (SELPA) local plan must be identified in Attachment I.

Special Education Local Plan Area—Local Plan Requirements

1. Describe the geographic service area covered by the local plan:

The El Dorado Charter SELPA is composed of local educational agency charters (LEAs) located inside and outside the geographic boundaries of El Dorado County. The El Dorado Charter SELPA has designated the El Dorado County Office of Education as the Responsible Local Agency/Administrative Unit (RLA/AU) and the County Superintendent of Schools as the Superintendent of the RLA/AU. It is the intent of the El Dorado Charter SELPA to provide options for charter schools in terms of SELPA membership. While it is always preferable for a charter school to participate with their geographic SELPA, the Charter SELPA has been developed to allow for a viable alternative for SELPA membership within the State of California.

2. Describe the SELPA regional governance and administrative structure of the local plan. Clearly define the roles and structure of a multi-LEA governing body, or single LEA administration as applicable:

Upon entry into the Charter SELPA, the governing board for each LEA charter shall approve the Agreement for Participation and the Local Plan for Special Education. The Charter SELPA Local Plan is approved by the SELPA governing board (CEO Council) with review from the County Superintendent of Schools for El Dorado County.

Amendments to the Local Plan to revise LEA membership shall be approved through the process as identified in Charter SELPA policies.

The CEO Council will hold the required public hearings and approve the Annual Service Plan and the Annual Budget Plan.

As described within the Local Plan and adopted policies of the Charter SELPA, the Boards of Education delegates the ongoing policy-making process, the Allocation Plan process, and administrative procedures for carrying out that responsibility to the governance structure of the Charter SELPA.

Section B: Governance and Administration

SELPA Fiscal Year

3. Describe the SELPA's regional policy making process. Clearly define the roles of a multi-LEA governing body, or single LEA administration as applicable related to the policy making process for coordinating and implementing the local plan:

The Charter SELPA CEO Council membership consists of the CEO or designee of each charter LEA member. Each charter LEA member has one vote. Organization partners that operate more than one charter school, may have a single representative for all schools operated, but such representative shall have a number of votes equal to the number of charter LEAs represented.

Charter SELPA CEO Council meetings are subject to California Open Meeting laws, specifically the Brown Act (Government Code 54950-54963), which requires that CEO Council members conduct business at properly noticed and agendaized public meetings.

A majority of the LEAs present at a regularly scheduled and posted CEO Council meeting shall constitute a quorum.

The Charter SELPA CEO Council will meet regularly with the El Dorado County Superintendent of Schools and/or designee to direct and supervise the implementation of the Local Plan. The Council has exclusive authority to make and take all reasonable and appropriate steps to implement all decisions which may have a material effect on any and/or all Charter SELPA policies, practices, operations, organization, services, functions, and any other purpose related to the purpose for which the Charter SELPA is established. A minimum of two meetings per year will be held.

The Charter SELPA CEO Council is responsible to approve Charter SELPA policies and administrative regulations.

The Charter SELPA CEO Council is responsible to approve the Allocation Plan, which is the framework for distribution of funds within the Charter SELPA.

Material changes to the Local Plan, other than for membership changes, shall be approved by the Charter SELPA CEO Council and reviewed by the El Dorado County Superintendent of Schools.

4. Clearly define the roles of the County Office of Education (COE) as applicable, and/or any other administrative supports necessary to coordinate and implement the local plan:

The El Dorado Charter SELPA has designated the El Dorado County Office of Education as the Responsible Local Agency/Administrative Unit (RLA/AU) and the County Superintendent of Schools as the Superintendent of the RLA/AU. The Charter SELPA administrative unit coordinates and implements the local plan under the supervision of the County Superintendent

Section B: Governance and Administration

SELPA Fiscal Year

5. Describe the policies and procedures of the SELPA that allow for the participation of charter schools in the local plan:

Per CEO Council Policy 22, any charter school may apply to the Charter SELPA to become an LEA member of the SELPA. The Charter SELPA will establish an annual timeline for submission of applications. Once granted membership, the charter LEA will participate in the governance of the SELPA in the same manner as all other charter LEA members in the SELPA. The timeline for submission may be amended by the Charter SELPA RLA/AU Superintendent/designee for unique circumstances, including State Board of Education charter approvals. The applicant, not an expansion of an existing member, will be deemed a member of the SELPA upon approval of the Charter SELPA Selection Committee. The applicant charter LEA board must also take action to approve membership. The Charter SELPA Selection Committee will inform the CEO Council members of their decision. Applications for additional schools of a current Charter SELPA member, shall be approved by the Charter SELPA RLA/AU Designee, pursuant to AR 22, and are not required to be reviewed by the Charter SELPA Selection Committee. Because they are current members, the Charter SELPA RLA/AU Designee has significant documentation available to assess the new charter LEA capacity. The applicant member, an expansion of an existing member, will be deemed a member of the SELPA after approval by the Charter SELPA RLA/AU Designee. The applicant member charter LEA board must also take action to approve membership.

6. Identify and describe the representation and participation of the SELPA community advisory committee (CAC) pursuant to EC Section 56190 in the development of the local plan:

The Community Advisory Committee shall be composed of parents of individuals with exceptional needs, enrolled in public or private schools, parents of other pupils enrolled in school, pupils and adults with disabilities, regular education teachers, special education teachers and other school personnel, representatives of other public and private agencies, and persons concerned with the needs of individuals with exceptional needs. Terms of CAC participation are outlined in the CAC bylaws.

Because of the geographic diversity within the El Dorado Charter SELPA, meetings may take place through teleconference. For purposes of this section, "teleconference" means a meeting where the members are in different locations, connected by electronic means, through either audio, video, or both.

Section B: Governance and Administration

SELPA Fiscal Year

7. Describe the SELPA's process for regular consultations regarding the plan development with representative of special education and regular education teachers, and administrators selected by the groups they represent and parent members of the CAC:

The purpose of the Community Advisory Committee shall be to act in support of individuals with exceptional needs by representing broad interests in the community and promoting maximum interaction of parents and community members with the the LEA charter schools in accordance with the Education Code and the El Dorado Charter Local Plan. Per the CAC bylaws, the Community Advisory Committee may be composed of parents of individuals with exceptional needs, enrolled in public or private schools, parents of other pupils enrolled in school, pupils and adults with disabilities, regular education teachers, special education teachers and other school personnel, representatives of other public and private agencies, and persons concerned with the needs of individuals with exceptional needs pursuant to EC Section 56193. Through the regularly scheduled CAC meetings, the SELPA will ensure that the development, amendment, and review of the Local Plan pursuant to EC sections 56205(a)(12)(E) and 56194. The CAC will be given at least 30 days to conduct a review. The SELPA shall review and consider comments from the CAC pursuant to EC section 56205(b)(7).

8. Identify and describe the responsible local agency (RLA), Administrative Unit (AU), or other agency who is responsible for performing tasks such as the receipt and distribution of funds, provision of administrative support, and coordination and implementation of the plan:

The El Dorado Charter SELPA has designated the El Dorado County Office of Education as the Responsible Local Agency/Administrative Unit (RLA/AU) and the County Superintendent of Schools as the Superintendent of the RLA/AU. The Superintendent oversees the SELPA administrative staff in the receipt and distribution of funds, provision of administrative support, and the coordination and implementation of the SELPA Allocation and Local Plans.

9. Describe the contractual agreements and the SELPA's system for determining the responsibility of participating agency for the education of each student with special needs residing within the geographical area served by the plan:

As members of the El Dorado Charter Special Education Local Plan Area (SELPA), each charter (as identified by the CDS (County, District, School) code issued by the State Board of Education) is considered an LEA (Local Education Agency) for purposes of special education. Each charter school, as their own LEA for special education accountability is responsible for the students within their jurisdiction including any and all contractual agreements. There are no additional contractual agreements that supersede education code.

Section B: Governance and Administration

SELPA Fiscal Year

10. For multi-LEA local plans, specify:

- a. The responsibilities of each participating COE and LEA governing board in the policymaking process:

The Charter SELPA CEO Council membership consists of the CEO or designee of each charter LEA member. Each charter LEA member has one vote. Organization partners that operate more than one charter school may have a single representative for all schools operated, but such representative shall have a number of votes equal to the number of charter LEAs represented.

Charter SELPA CEO Council meetings are subject to California Open Meeting laws, specifically, the Brown Act (Government Code 54950-54963), which requires that CEO Council members conduct business at properly noticed and agendized public meetings.

A majority of the LEAs present at a regularly scheduled and posted CEO Council meeting shall constitute a quorum.

The Charter SELPA CEO Council will meet regularly with the El Dorado County Superintendent of Schools and/or designee to direct and supervise the implementation of the Local Plan. The Council has exclusive authority to make and take all reasonable and appropriate steps to implement all decisions which may have a material effect on any and/or all Charter SELPA policies, practices, operations, organization, services, functions, and any other purpose related to the purpose for which the Charter SELPA is established. A minimum of two meetings per year will be held.

The Charter SELPA CEO Council is responsible for approving Charter SELPA policies and administrative regulations.

The Charter SELPA CEO Council is responsible for approving the Allocation Plan, which is the framework for distribution of funds within the Charter SELPA.

- b. The responsibilities of the superintendents of each participating LEA and COE in the implementation of the local plan:

The El Dorado Charter SELPA has designated the El Dorado County Office of Education as the Responsible Local Agency/Administrative Unit (RLA/AU) and the County Superintendent of Schools as the Superintendent of the RLA/AU. The Charter SELPA administrative unit coordinates and implements the local plan under the supervision of the County Superintendent of Schools. Each LEA CEO representative is responsible per the SELPA Participation Agreement for the review and implementation of the local plan.

Section B: Governance and Administration

SELPA

Fiscal Year

- c. The responsibilities of each LEA and COE for coordinating the administration of the local plan:

Upon entry into the Charter SELPA, the governing board for each LEA charter shall approve the Agreement for Participation and the Local Plan for Special Education. The Charter SELPA Local Plan is approved by the CEO Council and reviewed by the El Dorado County Superintendent of Schools. Each Charter LEA and the COE as the RLA/AU is responsible for the coordination of the administration of the local plan. Adopted policies of the Charter SELPA, the LEAs Boards of Education delegates the ongoing policy-making process, the Allocation Plan process, and administrative procedures for carrying out that responsibility to the governance structure of the Charter SELPA.

- 11. Identify the respective roles of the RLA/AU, the SELPA administrator, and the individual LEAs associated with the SELPA related to:

- a. The hiring, supervision, evaluation, and discipline of the SELPA administrator and staff employed by the AU in support of the local plan:

The El Dorado County Office of Education Superintendent of Schools, as the RLA/AU, is responsible for the hiring, supervision, evaluation, and discipline of the SELPA administrator and staff employed by the RLA/AU.

- b. The local method used to distribute federal and state funds to the SELPA RLA/AU and to LEAs within the SELPA:

Funds received by the El Dorado Charter SELPA from Part B of the IDEA shall be expended in accordance with the applicable provisions of the IDEA and shall be used to supplement, and not to supplant State, local and other Federal funds.

State and federal funds received by the RLA/AU and El Dorado Charter SELPA are allocated and distributed among the local educational agencies in the SELPA, according to the El Dorado Charter SELPA adopted Allocation Plan.

- c. The operation of special education programs: education programs:

The Charter LEA shall ensure that the individualized education program team for any student with a disability includes the following members:

1. One or both of the student's parents/guardians, and/or a representative selected by the parent/guardian.
2. If the student is or may be participating in the regular education program, at least one regular education teacher. If more than one regular education teacher is providing instructional services to the student, the Charter LEA may designate one such teacher to represent the others.

Section B: Governance and Administration

SELPA Fiscal Year

3. At least one special education teacher or, where appropriate, at least one special education provider working with the student
4. A representative of the Charter LEA who is:
 - a. Qualified to provide or supervise the provision of specially designed instruction to meet the unique needs of students with disabilities.
 - b. Knowledgeable about the general education curriculum.
 - c. Knowledgeable about the availability of Charter LEA and/or special education local plan area (SELPA) resources.
 - d. Has the authority to commit Charter LEA resources and ensure that whatever services are set out in the IEP will be provided.
5. An individual who can interpret the instructional implications of assessment results This individual may already be a member of the team as described in items 2-4 above or in item 6 below.
Note: Pursuant to Education Code 56341 and 34 CFR 300.321, the determination as to whether an individual identified in item 6 below has "knowledge or special expertise" must be made by the party (either the Charter LEA or parent) who invited the individual to the IEP team meeting.
6. At the discretion of the parent/guardian or Charter LEA, other individuals who have knowledge or special expertise regarding the student, including related services personnel, as appropriate (The determination of whether the individual has knowledge or special expertise regarding the student shall be made by the party who invites the individual to be a member of the IEP team. (Ed. Code § 56341)
7. Whenever appropriate, the student with a disability
8. For transition service participants:
 - a. The student, of any age, with a disability if the purpose of the meeting is the consideration of the student's postsecondary goals and the transition services needed to assist the student in reaching those goals. If the student does not attend the IEP team meeting, the Charter LEA shall take other steps to ensure that the student's preferences and interests are considered.
 - b. To the extent appropriate, and with the consent of the parent/guardian, a representative of any other agency that is likely to be responsible for providing or paying for transition services.
 - c. If a representative of a local agency has been invited but does not attend the meeting, the Charter LEA shall take steps to obtain participation of the agency in the planning of any transition services. (Ed. Code § 56341)
9. For students suspected of having a specific learning disability at least one individual who is qualified to conduct individual diagnostic examinations of the student, such as a school psychologist, speech language pathologist, or remedial reading teacher. In addition, at least one team member other than the student's regular education teacher shall observe the student's academic performance in the regular classroom setting. If the student is younger than five years or not enrolled in school, a team member shall observe the child in an environment appropriate for a child of that age. 34 CFR §§ 300.308, 300.542; Ed Code § 56341);
10. For students who have been placed in a group home by the juvenile court, a representative of the group home
11. If a student with a disability is identified as potentially requiring mental health services, the Charter LEA may request the participation of the county mental health program in the IEP team

Section B: Governance and Administration

SELPA Fiscal Year

meeting. (Ed. Code § 56331)

(20 USC § 1414(d)(1); 34 CFR § 300.321; Ed. Code §§ 56341, 56341.2, 56341.5)

Excusal of Team Member

A member of the IEP team shall not be required to attend an IEP team meeting, in whole or in part, if the parent/guardian consents and the Charter LEA agrees, in writing, that the attendance of the member is not necessary because the member's area of the curriculum or related services is not being modified or discussed at the meeting. If the meeting involves a discussion of the member's area of the curriculum or related service, the IEP team member may be excused from the meeting if the parent/guardian consents in writing to the excusal and the member submits to the parent/guardian and team written input into the development of the IEP prior to the meeting. (20 USC § 1414(d)(1)(C); 34 CFR § 300.321; Ed. Code 56341)

Parent/Guardian Participation and Other Rights

The Charter CEO or designee shall take steps to ensure that one or both of the parents/guardians of the student with a disability are present at each IEP team meeting or are afforded the opportunity to participate. These steps shall include, at minimum, notifying the parents/guardians of the meeting early enough to ensure that they will have the opportunity to attend and scheduling the meeting at a mutually agreed upon time and place. (34 CFR § 300.322; Ed. Code 56341.5)

The Charter CEO or designee shall send parents/guardians a notice of the IEP team meeting that:

1. Indicate the purpose, time, and location of the meeting
2. Indicate who will be in attendance at the meeting
3. For students beginning at age 16 (or younger than 16 if deemed appropriate by the IEP team):
 - a. Indicate that the purpose of the meeting will be the consideration of postsecondary goals and transition services for the student as required by 20 USC, section 1414(d)(1)(A)(i)(VIII), 34 CFR, section 300.320(b), and Education Code, section 56345.1
 - b. Indicate that the Charter LEA will invite the student to the IEP team meeting
 - c. Identify any other agency that will be invited to send a representative

At each IEP team meeting convened by the Charter LEA, the Charter LEA administrator or specialist on the team shall provide the parent/guardian and student of the federal and state procedural safeguards (Ed. Code § 56321, 56500.1)

Before any IEP meeting, the parent/guardian shall have the right and opportunity to request to examine all of his/her child's school records. Upon receipt of an oral or written request, the Charter LEA shall provide complete copies of the records within five business days. (Ed. Code § 56043)

If neither parent/guardian can attend the meeting, the Charter CEO or designee shall use other methods to ensure parent/guardian participation, including video conferences or individual or conference telephone calls. (20 USC 1414(f); 34 CFR 300.322; Education Code 56341.5)

An IEP team meeting may be conducted without a parent/guardian in attendance if the Charter LEA is unable to convince the parent/guardian that he/she should attend. In such a case, the Charter LEA shall maintain a record of its attempts to arrange a mutually agreed upon time and place for the meeting, including, but not limited to: (34 CFR § 300.322; Ed. Code § 56341.5)

1. Detailed records of telephone calls made or attempted and the results of those calls

Section B: Governance and Administration

SELPA Fiscal Year

2. Copies of correspondence sent to the parent/guardian and any responses received
3. Detailed records of visits made to the parent/guardian's home or place of employment and the results of those visits. Parents/guardians and the Charter LEA shall have the right to audiotape the proceedings of IEP team meetings, provided members of the IEP team are notified of this intent at least 24 hours before the meeting. If the Charter LEA gives notice of intent to audiotape a meeting and the parent/guardian objects or refuses to attend because the meeting would be audiotaped, the meeting shall not be audiotaped. Audiotape recordings made by a LEA, SELPA, or county office are subject to the federal Family Educational Rights and Privacy Act (20 USC § 1232g).

Parents/guardians have the right to:

1. Inspect and review the audiotapes
2. Request that the audiotapes be amended if the parents/guardians believe they contain information that is inaccurate, misleading, or in violation of the student's privacy rights or other rights
3. Challenge, in a hearing, information that the parents/guardians believe is inaccurate, misleading, or in violation of the student's privacy rights or other rights (Education Code 56341.1)

The Charter LEA shall take any action necessary to ensure that the parents/guardians understand the proceedings of the meeting, including arranging for an interpreter for parents/guardians with deafness or whose native language is not English. (34 CFR 300.322; Education Code 56345.1)

The Charter LEA shall provide the parents/guardians of a student with disabilities a copy of his/her child's IEP at no cost. (34 CFR 300.322).

The Charter LEA shall adhere to all Federal (IDEA) and State (Education Code) laws regarding the provision of special education programs and services for students that qualify for special education per the IEP process outlined above.

- d. Monitoring the appropriate use of federal, state, and local funds allocated for special education programs:

The El Dorado County Office of Education is the Responsible Local Agency/Administrative Unit (RLA/AU) for the Charter SELPA. Pursuant to the provisions of Education Code Section 56030 et seq., the RLA/AU shall receive and distribute regionalized service funds, provide administrative support and coordinate the implementation of the El Dorado Charter Local Plan for Special Education and the CEO Council approved Allocation Plan. The RLA/AU shall perform such services and functions required to accomplish the goals set forth in the plans, including development of the Annual Service and Budget Plans.

Section B: Governance and Administration

SELPA

Fiscal Year

12. Describe how specialized equipment and services will be distributed within the SELPA in a manner that minimizes the necessity to serve students in isolated sites and maximizes the opportunities to serve students in the least restrictive environments:

Specialized equipment and services is provided at the school site associated with the Charter LEA, where the Individualized Education Program (IEP) team has determined is the most appropriate free and appropriate public education in the least restrictive environment.

Policies, Procedures, and Programs

Pursuant to *EC* sections 56122 and 56205(a), the SELPA ensures conformity with Title 20 *United States Code (USC)* and in accordance with Title 34 *Code of Federal Regulations (CFR)* Section 300.201 and has in effect policies, procedures, and programs. For each of the following 23 areas, identify whether, or not each of the following provisions of law are adopted as stated. If the policy is not adopted as stated, briefly describe the SELPA's policy for the given area. In all cases, provide the SELPA policy and procedure numbers; the document title; and the physical location where the policy can be found.

1. Free Appropriate Public Education: 20 USC Section 1412(a)(1)

Policy/Procedure Number:

Document Title:

Document Location:

"It shall be the policy of this LEA that a free appropriate public education is available to all children with disabilities residing in the LEA between the ages of 3 and 21, inclusive, including children with disabilities who have been suspended or expelled from school." The policy is adopted by the SELPA as stated:

Yes No

2. Full Educational Opportunity: 20 USC Section 1412(a)(2)

Policy/Procedure Number:

Document Title:

Document Location:

Section B: Governance and Administration

SELPA

Fiscal Year

"It shall be the policy of this LEA that all children with disabilities have access to educational programs, non-academic programs, and services available to non-disabled children." The policy is adopted by the SELPA as stated:

Yes No

3. Child Find: 20 USC Section 1412(a)(3)

Policy/Procedure Number:

Document Title:

Document Location:

"It shall be the policy of this LEA that all children with disabilities residing in the State, including children with disabilities who are homeless or are wards of the State and children with disabilities attending private schools, regardless of the severity of their disabilities, who are in need of special education and related services, are identified, located, and evaluated. A practical method has been developed and implemented to determine which children with disabilities are currently receiving needed special education and related services." The policy is adopted by the SELPA as stated:

Yes No

If "NO," provide a brief description of the SELPA's policy related to the provision of law:

The Governing Board of each member LEA recognizes the need to actively seek out and evaluate school age Charter LEA residents who have disabilities, in order to provide them with appropriate educational opportunities in accordance with state and federal law.

Charter schools are currently authorized to serve school-aged students (grades K-12). If at any time the authorization changes, the charter schools would follow all state and federal laws regarding children from age 0-2 and Child Find. Charter schools will assist families and make appropriate referrals for any students they find who would be outside the age or area of responsibility of the Charter schools.

The Charter Chief Executive Officer or designee shall follow SELPA procedures to determine when an individual is eligible for special education services and shall implement the SELPA procedures for special education program identification, screening, referral, assessment, planning, implementation, review, and triennial assessment. (Education Code 56301) The Charter LEAs' process shall prevent the inappropriate disproportionate representation by race and ethnicity of students with disabilities.

In addition to identifying students with disabilities residing in their district, each districts "Child Find" identification system shall identify highly mobile children with disabilities, such as migrant

Section B: Governance and Administration

SELPA

Fiscal Year

**4. Individualized Education Program (IEP) and Individualized Family Service Plan (IFSP):
20 USC Section 1412(a)(4)**

Policy/Procedure Number:

Document Title:

Document Location:

“It shall be the policy of this LEA that an IEP, or an IFSP that meets the requirements of 20 USC Section 1436 (d), is developed, implemented, reviewed, and revised for each child with a disability who requires special education and related services in accordance with 20 USC Section 1414 (d). It shall be the policy of this LEA that a of an IEP will be conducted on at least an annual basis to review a student’s progress and make appropriate revisions.” The policy is adopted by the SELPA as stated:

Yes No

If "NO," provide a brief description of the SELPA's policy related to the provision of law:

The Governing Board of each participating LEA shall provide educational alternatives that afford students with disabilities full educational opportunities. Students with disabilities shall receive a FAPE in the least restrictive environment as required by law.
 The Charter Chief Executive Officer or designee shall implement the SELPA Procedural Guide. The Procedural Guide outlines the composition of the IEP team, and sets forth procedures regarding the development, review, and revision of the IEP.
 The specifics of the IEP process are set out in CEO Administrative Regulation 3

5. Least Restrictive Environment: USC Section 1412(a)(5)

Policy/Procedure Number:

Document Title:

Document Location:

"It shall be the policy of this LEA that to the maximum extent appropriate, children with disabilities, including children in public or private institutions or other care facilities, are educated with children who are not disabled. Special classes, separate schooling, or other removal of children with disabilities from the general educational environment, occurs only when the nature or severity of the disability of a child is such that education in regular classes with the use of supplementary aids and

Section B: Governance and Administration

SELPA

Fiscal Year

services cannot be achieved satisfactorily." The policy is adopted by the SELPA as stated:

Yes No

6. Procedural Safeguards: 20 USC Section 1412(a)(6)

Policy/Procedure Number:

Document Title:

Document Location:

"It shall be the policy of this LEA that children with disabilities and their parents shall be afforded all procedural safeguards according to state and federal laws and regulations." The policy is adopted by the SELPA as stated:

Yes No

If "NO," provide a brief description of the SELPA's policy related to the provision of law:

In order to protect the rights of students with disabilities, the Charter LEA shall follow all procedural safeguards as required by law. Parents/guardians shall receive written notice of their rights in accordance with law, Board policy, and administrative regulation.
 Note: Education Code 56195.8 authorizes the policy to include provisions for involving Charter LEA Board members in any due process hearing procedure activities.

7. Evaluation: 20 USC Section 1412(a)(7)

Policy/Procedure Number:

Document Title:

Document Location:

"It shall be the policy of this LEA that a reassessment of a child with a disability shall be conducted at least once every three years or more frequently, if appropriate." The policy is adopted by the SELPA as stated:

Yes No

If "NO," provide a brief description of the SELPA's policy related to the provision of law:

The Charter CEO or designee shall ensure that the IEP team:
 1. Reviews the IEP periodically, but at least annually, to determine whether the annual goals for the student are being achieved and the appropriateness of placement

Section B: Governance and Administration

SELPA

Fiscal Year

2. Revises the IEP, as appropriate, to address:
- a. Any lack of expected progress toward the annual goals and in the general curriculum, where appropriate
 - b. The results of any reassessment conducted pursuant to Education Code 56381
 - c. Information about the student provided to or by the parents/guardians regarding review of evaluation data (34 CFR 305(a)(2) and Education Code 56381(b).)
 - d. The student's anticipated needs
 - e. Any other relevant matters

8. Confidentiality: 20 USC Section 1412(a)(8)

Policy/Procedure Number:

Document Title:

Document Location:

"It shall be the policy of this LEA that the confidentiality of personally identifiable data, information, and records maintained by the LEA relating to children with disabilities and their parents and families shall be protected pursuant to the Family Educational Rights and Privacy Act, non-academic programs, and services available to non-disabled children." The policy is adopted by the SELPA as stated:

Yes No

If "NO," provide a brief description of the SELPA's policy related to the provision of law:

The Charter LEA Governing Board recognizes the importance of keeping accurate, comprehensive student records as required by law. Procedures for maintaining the confidentiality of student records shall be consistent with state and federal law.

The Charter CEO or designee shall establish regulations governing the identification, description and security of student records, as well as timely access for authorized persons. These regulations shall ensure parental rights to review, inspect and copy student records. In addition, the regulations will ensure and shall protect the privacy rights of student and the student's family.

The Charter CEO or designee shall designate a certificated employee to serve as custodian of records for student records at the Charter LEA level. At each school, the principal or a certificated designee shall act as custodian of records for students enrolled at that school. The custodian of records shall be responsible for implementing Board policy and administrative regulation regarding student records. (5 CCR § 431)

9. Part C to Part B Transition: 20 USC Section 1412(a)(9)

Section B: Governance and Administration

SELPA Fiscal Year Policy/Procedure Number: Document Title: Document Location:

"It shall be the policy of this LEA that children participating in early intervention programs under the Individuals with Disabilities Education Act (IDEA), Part C, and who will participate in preschool programs, experience a smooth and effective transition to preschool programs in a manner consistent with 20 USC Section 1437(a)(9). The transition process shall begin prior to the child's third birthday."The policy is adopted by the SELPA as stated:

Yes No

If "NO," provide a brief description of the SELPA's policy related to the provision of law:

Charter schools in the El Dorado Charter SELPA currently do not serve students in Part C or preschool students. If students are transitioning from preschool to a Charter LEA and are eligible for Part B services, the Charter LEA will participate to ensure a smooth and effective transition between programs.

10. Private Schools: 20 USC Section 1412(a)(10)Policy/Procedure Number: Document Title: Document Location:

"It shall be the policy of this LEA to assure that children with disabilities voluntarily enrolled by their parents in private schools shall receive appropriate special education and related services pursuant to LEA coordinated procedures. The proportionate amount of federal funds will be allocated for the purpose of providing special education services to children with disabilities voluntarily enrolled in private school by their parents." The policy is adopted by the SELPA as stated:

Yes No

11. Local Compliance Assurances: 20 USC Section 1412(a)(11)Policy/Procedure Number: Document Title: Document Location:

Section B: Governance and Administration

SELPA Fiscal Year

"It shall be the policy of this LEA that the local plan shall be adopted by the appropriate local board(s) (district/county) and is the basis for the operation and administration of special education programs, and that the agency(ies) herein represented will meet all applicable requirements of state and federal laws and-regulations, including compliance with the IDEA; the Federal Rehabilitation Act of 1973, Section 504 of Public Law; and the provisions of the California *EC*, Part 30." The policy is adopted by the SELPA as stated:

Yes No

12. Interagency: 20 USC Section 1412(a)(12)Policy/Procedure Number: Document Title: Document Location:

"It shall be the policy of this LEA that interagency agreements or other mechanisms for interagency coordination are in effect to ensure services required for free appropriate public education are provided, including the continuation of services during an interagency dispute resolution process." The policy is adopted by the SELPA as stated:

Yes No

13. Governance: 20 USC Section 1412(a)(13)Policy/Procedure Number: Document Title: Document Location:

"It shall be the policy of this LEA to support and comply with the provisions of the governance bodies and any necessary administrative support to implement the local plan. A final determination that an LEA is not eligible for assistance under this part will not be made without first affording that LEA with reasonable notice and an opportunity for a hearing through the State Education Agency." The policy is adopted by the SELPA as stated:

Yes No

If "NO," provide a brief description of the SELPA's policy related to the provision of law:

Section B: Governance and Administration

SELPA Fiscal Year **14. Personnel Qualifications**Policy/Procedure Number: Document Title: Document Location:

"It shall be the policy of this LEA to ensure that personnel providing special education related services are appropriately and adequately prepared and trained, and that those personnel have the content knowledge and skills to serve children with disabilities. This policy shall not be construed to create a right of action on behalf of an individual student for the failure of a particular LEA staff person to be highly qualified or to prevent a parent from filing a State complaint with the California Department of Education (CDE) about staff qualifications." The policy is adopted by the SELPA as stated:

Yes No

15. Performance Goals and Indicators: 20 USC Section 1412(a)(15)Policy/Procedure Number: Document Title: Document Location:

"It shall be the policy of this LEA to comply with the requirements of the performance goals and indicators developed by the CDE and provide data as required by the CDE." The policy is adopted by the SELPA as stated:

Yes No

16. Participation in Assessments: 20 USC Section 1412(a)(16)Policy/Procedure Number: Document Title: Document Location:

"It shall be the policy of this LEA that all students with disabilities shall participate in state and district-wide assessment programs described in 20 USC Subsection 6311. The IEP team determines how a student will access assessments with or without accommodations, or access alternate assessments where necessary and as indicated in their respective Reps.." The policy is adopted by the SELPA as

Section B: Governance and Administration

SELPA Fiscal Year

stated:

 Yes No**17. Supplementation of State, Local, and Federal Funds: 20 USC Section 1412(a)(17)**Policy/Procedure Number: Document Title: Document Location:

"It shall be the policy of this LEA to provide assurances that funds received from Part B of the IDEA will be expended in accordance with the applicable provisions of the IDEA, and will be used to supplement and not to supplant state, local, and other federal funds." The policy is adopted by the SELPA as stated:

 Yes No**18. Maintenance of Effort: 20 USC Section 1412(a)(18)**Policy/Procedure Number: Document Title: Document Location:

"It shall be the policy of this LEA that federal funds will not be used to reduce the level of local funds and/or combined level of local and state funds expended for the education of children with disabilities except as provided in federal laws and regulations." The policy is adopted by the SELPA as stated:

 Yes No**19. Public Participation: 20 USC Section 1412(a)(19)**Policy/Procedure Number: Policy/Procedure Title: Document Location:

"It shall be the policy of this LEA that public hearings, adequate notice of the hearings, and an opportunity for comments are available to the general public, including individuals with disabilities and parents of children with disabilities, and are held prior to the adoption of any policies and/or regulations needed to

Section B: Governance and Administration

SELPA Fiscal Year

comply with Part B of the IDEA." The policy is adopted by the SELPA as stated:

Yes No

20. Suspension and Expulsion: 20 USC Section 1412(a)(22)Policy/Procedure Number: Document Title: Document Location:

"The LEA assures that data on suspension and expulsion rates will be provided in a manner prescribed by the CDE. When indicated by data analysis, the LEA further assures that policies, procedures, and practices related to the development and implementation of the IEPs will be revised." The policy is adopted by the SELPA as stated:

Yes No

21. Access to Instructional Materials: 20 USC Section 1412(a)(23)Policy/Procedure Number: Document Title: Document Location:

"It shall be the policy of this LEA to provide instructional materials to blind students or other students with print disabilities in a timely manner according to the state-adopted National Instructional Materials Accessibility Standard." The policy is adopted by the SELPA as stated:

Yes No

22. Over-identification and Disproportionality: 20 USC Section 1412(a)(24)Policy/Procedure Number: Document Title: Document Location:

"It shall be the policy of this LEA to prevent the inappropriate over-identification or disproportionate representation by race and ethnicity of children as children with disabilities." The policy is adopted by the SELPA as stated:

Section B: Governance and Administration

SELPA

Fiscal Year

Yes No

23. Prohibition on Mandatory Medicine: 20 USC Section 1412(a)(25)

Policy/Procedure Number:

Document Title:

Document Location:

"It shall be the policy of this LEA to prohibit school personnel from requiring a student to obtain a prescription for a substance covered by the Controlled Substances Act as a condition of attending school or receiving a special education assessment and/or services." The policy is adopted by the SELPA as stated:

Yes No

Administration of Regionalized Operations and Services

Pursuant to *EC* sections 56195.7(c), 56205(a)(12)(B), 56368, and 56836.23, describe the regionalized operation and service functions. Descriptions must include an explanation of the direct instructional support provided by program specialists; and the respective roles of the RLA/AU, the SELPA administrator, and the individual LEAs associated with the SELPA. Information provided should include the reference number, document title, and the location (e.g., SELPA office) for each function:

1. Coordination of the SELPA and the implementation of the local plan:

Reference Number:

Document Title:

Document Location:

As members of the El Dorado County Charter Special Education Local Plan Area (SELPA), (hereinafter referred to as Charter SELPA), each charter (as identified by the CDS (County, District, School) code issued by the State Board of Education) is considered an LEA (Local Education Agency) for purposes of special education.

The Charter SELPA further recognizes its' members as single charter partners or organization partners. Single Charter Partner is defined as an entity with one charter CDS code. An Organization Partner is an entity with multiple charters (CDS codes) as members of the Charter

Section B: Governance and Administration

SELPA

Fiscal Year

Description:

SELPA. An entity is defined as an organization with one governing board or one CEO (Chief Executive Officer) position. The title of CEO may differ by organization, but the intent is that final decision making in the organization is vested in one leadership position.

As members of the Charter SELPA, each Charter SELPA LEA (Local Education Agency) desires to provide a free and appropriate public education (FAPE) to all school aged K-12 individuals with disabilities, who are enrolled in the charter, including children who have been suspended or expelled or placed by the charter LEA in a nonpublic school or agency services. The SELPA will provide technical support to any Charter LEAs identified as the DOR for students age 18 to 21 who are incarcerated in a county jail and remaining eligible for special education to assist in meeting their obligation. The SELPA may facilitate collaboration with the county jails as requested.

Students shall be referred for special education instruction and services only after the resources of the regular education program have been considered and, where appropriate, utilized. (Education Code 56303)

In order to meet the needs of individuals with disabilities and employ staff with adequate expertise for this purpose, the charter LEA participates as a member of the Special Education Local Plan Area (SELPA).

The Charter SELPA Local Plan is approved by the Charter CEO Council and reviewed by the El Dorado County Superintendent of Schools. Amendments to the Local Plan to revise LEA membership (additions) shall be approved by the Charter SELPA Selection Committee. Prior to Selection Committee approval, new LEA members shall be approved through the selection process as identified in Policy 22 and AR 22. Termination of membership shall be approved through the termination process as identified in Policy 26 or Policy 27. All membership changes shall be communicated with the Charter SELPA CEO Council at the next regularly scheduled meeting.

The Charter CEO Council will hold the required public hearings and approve the Annual Service Plan and the Annual Budget Plan. Notice of the public hearings shall be posted as required by law.

Upon entry into the Charter SELPA, the Governing Board for each LEA charter shall approve the Charter SELPA Local Plan and the Agreement for Participation.

Section B: Governance and Administration

SELPA

Fiscal Year

Material changes to the Local Plan, other than for membership changes, shall be approved by the Charter SELPA CEO Council and reviewed by the El Dorado County Superintendent of Schools.

The Charter Chief Executive Officer or designee of the charter LEA shall extend the charter LEA's full cooperation to the SELPA. The policies and procedures of the Charter SELPA shall be applied as policies and regulations to all participating charter LEAs.

Charter SELPA policies and administrative regulations are approved by the Charter SELPA CEO Council.

The Charter SELPA shall administer a local plan and administer the allocation of funds. (Education Code 56195). The Charter SELPA CEO Council shall approve all allocation plan decisions that impact the allocation of funds.

2. Coordinated system of identification and assessment:

Reference Number:

Document Title:

Document Location:

A student shall be referred for special educational instruction and services only after the resources of the regular education program have been considered and used where appropriate. (Education Code 56303) The Charter LEAs shall not determine that a student is eligible for special education if the dominant factor for finding eligibility is lack of appropriate instruction in reading, lack of instruction in mathematics, or limited English Proficiency (20 U.S.C. § 1414(b)(5); Ed. Code, § 56329, subd. (a)(2).) All referrals for special education and related services from school staff shall include a brief reason for the referral and description of the regular program resources that were considered and/or modified for use with the student, and their effect. (5 CCR § 3021.) Within 15 days of a referral for initial assessment the LEA shall provide student's parent/guardian with a notice of parental rights and a written proposed assessment plan. The 15-day period does not include days between the student's regular school session or term, or days of school vacation in excess of five school days from the date of receipt of the referral. The proposed assessment plan shall meet all of the following requirements: (Education Code 56321) 1. Be in a language easily

Section B: Governance and Administration

SELPA Fiscal Year

understood by the general public 2. Be provided in the native language of the parent/guardian or other mode of communication used by the parent/guardian unless it is clearly not feasible 3. Explain the types of assessment to be conducted 4. State that no individualized education program (IEP) will result from the assessment without parent/guardian consent Upon receiving the proposed assessment plan, the parent/guardian shall have at least 15 days to decide whether or not to consent to the initial assessment. The assessment may begin as soon as informed parental consent is received by the respective Charter LEAs. The Charter LEAs shall not interpret parent/guardian consent for initial assessment as consent for initial placement or initial provision of special education services. (Education Code 56321; 34 CFR 300.505) However, an individualized education program required as a result of an assessment of a pupil shall be developed within 30 days after the commencement of the subsequent regular school year as determined by each Charter LEA's school calendar for each pupil for whom a referral has been made 30 days or less prior to the end of the regular school year. In the case of pupil school vacations, the 60-day time shall recommence on the date that pupil schooldays reconvene. A meeting to develop an initial individualized education program for the pupil shall be conducted within 30 days of a determination that the pupil needs special education and related services pursuant to paragraph (2) of subsection (b) of Section 300.343 of Title 34 of the Code of Federal Regulations. (Education Code 56344) If a parent/guardian refuses to consent to the initial evaluation or failed to respond to the request to provide consent, the Charter LEAs may pursue an evaluation by utilizing the mediation and due process procedures found at 20 USC § 1415 and in accordance with Education Code, sections 56501, subd. (a) (3), and 56506, subd. (e). See BP/AR 6159.1 - Procedural Safeguards and Complaints for Special Education) In the event that authorized parent does not consent to an initial evaluation the Charter LEAs shall not be considered in violation of the requirement to provide FAPE. In addition, the Charter LEAs is not required to convene an IEP team meeting or to develop an IEP for that child. (20 USC § 1414(a)(1).) Informed parental consent means that the parent/guardian: 1. Has been fully informed of all information relevant to the activity for which consent is sought, in his/her native language or other mode of communication 2. Understands and agrees, in writing, to the assessment 3. Understands that the granting of consent is voluntary on his/her part and may be revoked at any time (34 CFR § 300.500) If the student is a ward of the state and is not residing with his/her parents/guardians, the Charter LEAs shall make reasonable efforts to obtain informed consent from the parent/guardian as defined in 20 USC, section 1401 for an initial evaluation to determine whether the student is a student with a disability. (20 USC §

Section B: Governance and Administration

SELPA El Dorado Charter SELPA

Fiscal Year 2020-21

Description:

1414(a)(1)) The Charter LEAs shall not be required to obtain informed consent from the parent/guardian of a student for an initial evaluation to determine whether the student is a student with a disability if any of the following situations exists 1. Despite reasonable efforts to do so, the Charter LEAs cannot discover the whereabouts of the parent/guardian of the student. 2. The rights of the parent/guardian of the student have been terminated in accordance with California law. 3. The rights of the parent/guardian to make educational decisions have been subrogated by a judge in accordance with California law and consent for an initial evaluation has been given by an individual appointed by the judge to represent the student. (Education Code 56301; 20 USC 1414(a)(1)) As part of the assessment plan, the parent/guardian shall receive written notice that: 1. Upon completion of the administration of tests and other assessment materials, an IEP team meeting that includes the parent/guardian or his/her representative shall be scheduled pursuant to Education Code, section 56341. At this meeting, the team shall determine whether or not the student is a student with disabilities as defined in Education Code, section 56026 and shall discuss the assessment, the educational recommendations, and the reasons for these recommendations. A copy of the assessment report and the documentation of determination of eligibility shall be given to the parent/guardian. 2. If the parent/guardian disagrees with an assessment obtained by the Charter LEAs, the parent/guardian has the right to obtain, at public expense, an independent educational assessment of the student from qualified specialists, in accordance with 34 CFR §300.502. If the Charter LEAs observed the student in conducting its assessment, or if its assessment procedures make it permissible to have in-class observation of a student, an equivalent opportunity shall apply to the independent educational assessment. This equivalent opportunity shall apply to the student's current placement and setting as well as observation of the Charter LEA's proposed placement and setting, regardless of whether the independent educational assessment is initiated before or after the filing of a due process hearing proceeding. 3. The Charter LEAs may initiate a due process hearing pursuant to Education Code 56500- 56508 to show that its assessment is appropriate. If the final decision resulting from the due process hearing is that the assessment is appropriate, the parent/guardian maintains the right for an independent educational assessment but not at public expense. If the parent/guardian obtains an independent educational assessment at private expense, the results of the assessment shall be considered by the Charter LEAs with respect to the provision of a free appropriate public education to the student, and may be presented as evidence at a due process hearing regarding the student. If the Charter LEAs observed the student in conducting its assessment, or if its

Section B: Governance and Administration

SELPA Fiscal Year

assessment procedures make it permissible to have in-class observation of a student, an equivalent opportunity shall apply to an independent educational assessment of the student in the student's current educational placement and setting, if any, proposed by the Charter LEAs, regardless of whether the independent educational assessment is initiated before or after the filing of a due process hearing. 4. If a parent/guardian proposes a publicly financed placement of the student in a nonpublic school, the Charter LEAs shall have an opportunity to observe the proposed placement and, if the student has already been unilaterally placed in the nonpublic school by the parent/guardian, the student in the proposed placement. Any such observation shall only be of the student who is the subject of the observation and may not include the observation or assessment of any other student in the proposed placement unless that student's parent/guardian consents to the observation or assessment. The results of any observation or assessment of another student in violation of Education Code, section 56329(d) shall be inadmissible in any due process or judicial proceeding regarding the free appropriate public education of that other student. (Education Code 56329; 34 CFR 300.502) An IEP required as a result of an assessment shall be developed within a total time not to exceed 60 days from the date of the receipt of the parent/guardian's consent for assessment, unless the parent/guardian agrees to an extension in writing. The 60-day period does not include any days between the student's regular school sessions/terms, or days of school vacation in excess of five school days. (Ed Code § 56043)

However, when a referral is made within 30 days of the end of the regular school year, an IEP required as a result of an assessment shall be developed within 30 days after the commencement of the subsequent regular school year as determined by each district's school calendar. In the case of school vacations, the 60-day time shall recommence on the date that school reconvenes. (Ed. Code § 56344 (a).) A meeting to develop an initial IEP for the pupil shall be conducted within 30 days of a determination that the pupil needs special education and related services. (Ed. Code §§ 56043(f)(2); 56344 (a).)

Before entering kindergarten or first grade, children with disabilities who are in a preschool program shall be reassessed to determine if they still need special education and services. The IEP teams shall identify a means of monitoring the continued success of children who are determined to be eligible for less intensive special education programs to ensure that gains made are not lost by a rapid removal of individualized programs and supports for these individuals. (Ed. Code § 56445)

Section B: Governance and Administration

SELPA

Fiscal Year

3. Coordinated system of procedural safeguards:

Reference Number:	CEO Administrative Regulation 4 and Procedural Guide
Document Title:	Procedural Safeguards and Complaints for Special Education
Document Location:	https://charterselpa.org/governance/ http://charterselpa.org/program-support/procedural-guide/

Under California law, due process hearings pursuant to the IDEA (20 USC 1400-et seq) are held only at the state level. Related rights and procedures for due process are set forth in Education Code §§ 56501et. Seq. and 5 CCR §§ 3080 et. seq. When California law provides greater protections to students and parents, it supersedes federal law. Due process hearing rights extend to the student only if he/she is an emancipated student or a ward or dependent of the court with no available parent or surrogate parent. (Ed. Code § 56501; see AR 6159.3 - Appointment of Surrogate Parent for Special Education Students.)

Informal ADR Process/Pre-Hearing Mediation Conference Before requesting a due process hearing, the Charter Chief Executive Officer or designee of the Charter LEA and a parent/guardian may agree to meet informally to resolve any dispute relating to the identification, assessment or education and placement of a student with disabilities. The Charter Chief Executive Officer or designee shall have the authority to resolve the dispute through an informal alternative dispute resolution (“ADR”) process. (Ed. Code § 56502) In addition, either party may file a request with the Superintendent of Public Instruction for a Pre- Hearing Mediation Conference (commonly referred to as “mediation only”) to be conducted by a person designated by the California Department of Education. Based on the Pre-Hearing Mediation Conference, the Charter Chief Executive Officer or designee may resolve the issue(s) in any manner that is consistent with state and federal law, and is to the satisfaction of both parties. (Education Code 56500.3) Attorneys may not attend the Informal ADR session or the Prehearing Mediation Conference. Attorneys may attend, or otherwise participate in, only those mediation conferences that are scheduled pursuant to a request for a due process hearing. (Ed. Code §§ 56500.3, 56501) If the parties do not resolve their dispute through Informal ADR and/or a Pre-Hearing Mediation Conference, either party may file a request for a due process hearing. Due Process Complaint Notice and Hearing Procedures Due process hearing procedures may be initiated by a parent/guardian, the Charter LEA, and/or a student who is emancipated or a ward or dependent of the court, under the following circumstances. 1. There is a

Section B: Governance and Administration

SELPA Fiscal Year

proposal to initiate or change the identification, assessment or educational placement of the student or the provision of a free, appropriate public education to the student 2. There is a refusal to initiate or change the identification, assessment or educational placement of the student or the provision of a free, appropriate public education to the student 3. The parent/guardian refuses to consent to an assessment of his/her child; and/ or 4. There is a disagreement between a parent/guardian and the Charter LEA regarding the availability of a program appropriate for the student, including the question of financial responsibility. (20 USC § 1415(b); Education Code 56501) Prior to initiating a due process hearing, the party requesting the hearing, or the party's attorney, must provide the opposing party a confidential due process complaint notice, specifying: 1. The student's name 2. The student's address or, in the case of a student identified as homeless pursuant to the McKinney-Vento Homeless Assistance Act (42 USC 11434a(2)), any available contact information for that student 3. The name of the school the student attends 4. A description of the nature of the student's problem relating to the proposed or refused initiation or change, including facts relating to the problem 5. A proposed resolution to the problem to the extent known and available to the complaining party at the time (20 USC § 1415(b); 34 CFR § 300.508 (b).) Resolution Session When a parent seeks to initiate a request for due process, before their request is filed, they must provide the Charter LEA with the opportunity to resolve the matter by convening a resolution session, which is a meeting between the parents and the relevant members of the IEP team who have specific knowledge of the facts identified in the due process hearing request. (20 USC § 1415[f][1][B]; 34 CFR § 300.510) The Charter LEA has fifteen (15) days from the date it received the parents' due process hearing request to convene the resolution session. The sessions shall include a representative of the LEA who has decision-making authority and not include an attorney of the school LEA unless the parent is accompanied by an attorney. The parent of the child may discuss the due process hearing issue and the facts that form the basis of the due process hearing request. The resolution session is not required if the parent and the Charter LEA agree in writing to waive the meeting. If the Charter LEA has not resolved the due process hearing issue within thirty (30) days, the due process hearing may occur. If a resolution is reached, the parties shall execute a legally binding agreement. (20 USC § 1415[f][1][B]; 34 CFR § 300.51) A due process complaint must be filed within two years of the date that the parent/guardian or Charter LEA knew or should have known about the situation that forms the basis of the complaint. Response to the Due Process Hearing Request If the Charter LEA has not sent a prior written notice to the parent/guardian regarding

Section B: Governance and Administration

SELPA Fiscal Year

Description:

the subject matter contained in the parent/guardian's due process complaint notice, the Charter LEA shall send a response to the parent/guardian within 10 days of receipt of the complaint specifying: 1. An explanation of why the Charter LEA proposed or refused to take the action raised in the complaint 2. A description of other options that the individualized education program (IEP) team considered and the reasons that those options were rejected 3. A description of each evaluation procedure, assessment, record, or report the Charter LEA used as the basis for the proposed or refused action 4. A description of the factors that are relevant to the Charter LEA's proposal or refusal (20 USC 1415(c)(1)) If the Charter LEA sent prior written notice to the parent/guardian regarding the subject matter of the parent/guardian's due process complaint, the Charter LEA may, within 10 days of receipt, send a response specifically addressing the issues in the complaint. (20 USC § 1415(c)(1)) Parties requesting a due process hearing shall file their request with the Superintendent of Public Instruction or designated contracted agency and give a copy of the request, at the same time, to the other party. (Ed. Code § 56502) Prior Written Notice The Charter Chief Executive Officer or designee shall send to parents/guardians of any student with a disability a prior written notice within a reasonable time before: 1. The Charter LEA initially refers the student for assessment 2. The Charter LEA proposes to initiate or change the student's identification, evaluation, educational placement or the provision of a free, appropriate public education 3. The Charter LEA refuses to initiate or change the identification, evaluation or educational placement of the student or the provision of a free and appropriate public education 4. The student graduates from high school with a regular diploma (Ed. Code §§ 56500.4, 56500.5; 20 USC § 1415(c); 34 CFR § 300.503) The prior written notice shall include: 1. A description of the action proposed or refused by the Charter LEA 2. An explanation as to why the Charter LEA proposes or refuses to take the action 3. A description of any other options that the IEP team considered and why those options were rejected 4. A description of each evaluation procedure, test, record or report the Charter LEA used as a basis for the proposed or refused action 5. A description of any other factors relevant to the Charter LEA's proposal or refusal 6. A statement that the parents/guardians of the student have protection under procedural safeguards and, if this notice is not an initial referral for evaluation, the means by which a copy of the description of procedural safeguards can be obtained 7. Any resources for parents/guardians to obtain assistance in understanding these provisions (20 USC § 1415(c); 34 CFR § 300.503) Students with disabilities and their parents/guardians shall be provided written notice of their rights in language easily understood by the general public and in the primary language of the parent/guardian or

Section B: Governance and Administration

SELPA

Fiscal Year

other mode of communication used by the parent/guardian, unless to do so is clearly not feasible. The notice shall include, but not be limited to, those rights set forth in Education Code, section 56341. (Ed. Code §§ 56341, 56506; 34 CFR § 300.503) If the native language or other mode of communication of the parent/guardian is not a written language, the Charter LEA shall take steps to ensure that: 1. The notice is translated orally or by other means to the parent/guardian in his/her native language or other mode of communication 2. The parent/guardian understands the contents of the notice 3. There is written evidence that items #1 and #2 have been satisfied (34 CFR § 300.503) Notice of Procedural Safeguards A notice of procedural safeguards shall be made available to parents/guardians of students with a disability once a year and upon: 1. Initial referral for evaluation 2. Each notification of an IEP meeting 3. Reevaluation of the student 4. Registration of a complaint 5. Filing for a pre-hearing mediation conference or a due process hearing (Ed. Code § 56301; 20 USC 1415(d)(1)) The notice of procedural safeguards shall include information on the procedures for requesting an informal meeting, pre-hearing mediation conference, mediation conference, or due process hearing; the timelines for completing each process; whether the process is optional; the type of representative who may be invited to participate; and the right of the parent/guardian and/or the Charter LEA to electronically record the proceedings of IEP meetings in accordance with Education Code 56341. A copy of this notice shall be attached to the student's assessment plan and referred to at each IEP meeting. (20 USC 1415(d)(2); Ed. Code §§ 56321, 56321.5) In addition, the notice of procedural safeguards shall include a full explanation of the procedural safeguards relating to independent educational evaluation; prior written notice; parental consent; access to educational records; opportunity to present complaints to initiate due process hearings; the student's placement while due process proceedings are pending; procedures for students who are subject to placement in an interim alternative educational setting; requirements for unilateral placement by parent/guardians of students in private schools at public expense.(20 USC 1415(d)(2); 34 CFR 300.504)

4. Coordinated system of staff development and parent and guardian education:

Reference Number:

Document Title:

Document Location:

Section B: Governance and Administration

SELPA

Fiscal Year

Description:

the Charter LEAs in the El Dorado Charter SELPA ensure that all students who require special education will participate in the California Reading Initiative, just as do all other students in the El Dorado Charter LEAs. In order to facilitate that effort, the Charter LEAs assure that special education instructional personnel will participate in staff development inservice opportunities in the area of literacy, including: a. information about current literacy and learning research; b. state-adopted student content standards and frameworks; and c. research-based instructional strategies for teaching reading to a wide range of diverse learners Each of the Charter LEAs will include special education staff in their curriculum materials selection process, in order to support alignment with State standards. Each will also include all special education staff in all staff development on phonemics and phonics, as well as in any additional state or regional training based on new legislation, e.g., the California Reading and Literature Subject Matter Project, the rollouts on the frameworks, AB466 training. The goals of the Charter LEAs are to increase the participation of students with disabilities in statewide student assessments, to increase the percentage of children with disabilities who are literate, and to assure that students with disabilities attain higher standards in reading. In order to reach these goals, we assure that students with disabilities will have full access to: 1. all required core curriculum including state-adopted core curriculum textbooks and supplementary textbooks; and 2. instructional materials and support.

5. Coordinated system of curriculum development and alignment with the core curriculum:

Reference Number:

Document Title:

Document Location:

Description:

Curriculum adaptations include accommodations, modifications, and supports that allow a child with a disability access to the general curriculum and assessments. LEAs/districts are responsible for ensuring that each teacher and provider is informed of his or her specific responsibilities related to implementing the child’s IEP and the specific accommodations, modifications, and supports that must be provided for the child in accordance with the IEP (34CFR 300.342 (b)(3)).

Section B: Governance and Administration

SELPA

Fiscal Year

6. Coordinated system internal program review, evaluation of the effectiveness of the local plan, and implementation of the local plan accountability system:

Reference Number:

Document Title:

Document Location:

The Charter SELPA is responsible for monitoring all required areas of compliance with federal, state and Charter SELPA policies. The purpose of all monitoring and oversight activities is to ensure legal and effective LEA practices are in place to meet the needs of students with disabilities. This policy outlines areas of oversight and indicators that may cause the initiation of a Charter SELPA review process. Charter SELPA administration will keep the CEO Council informed of SELPA oversight activities and determinations.

If compliance, performance and/or student population data for an LEA in the Charter SELPA varies significantly from expected results or standards, it may be an early warning for the Charter SELPA to initiate contact. In this case, the Charter SELPA will contact the LEA to confirm the data, discuss any underlying issues which may impact the data, and identify how the Charter SELPA can assist the LEA in any necessary corrective action.

The Charter SELPA will monitor special education practices and data continuously to determine whether practices are in line with the LEA’s responsibilities to students with disabilities and SELPA policies. Data will be collected and reviewed by the Charter SELPA. Examples of existing indicators and standards include but are not limited to:

- Identification rate of special education students that is below 4% or greater than 14%
- State Performance Plan Indicators
- Significant swings in enrollment and/or enrollment trends that are not aligned to the LEA’s instructional calendar
- Pattern of compliance complaints or due process hearings
- Evidence of exclusionary practices
- Significant and/or abrupt change in leadership or staff
- No/low participation or engagement in the Charter SELPA (CEO Council, Steering Committee, professional development offerings, etc.)
- Unspent funds greater than 25%
- Annual independent audit which shows serious fiscal solvency issues

Section B: Governance and Administration

SELPA Fiscal Year

Description:

or material findings (e.g. findings related to internal control or program compliance, high debt ratios, deficit spending, going concern findings, adequate reserves, and adequate cash)

SELPA REVIEW PROCESS

If one or more of the preceding triggers indicates a potential problem, the Charter SELPA may initiate a program and/or fiscal review. Program and fiscal reviews are facilitated by the appropriate Charter SELPA administrator. Charter SELPA's goal in each review process is to clearly identify the areas of SELPA concern, discuss any underlying issues which may be impacting the findings, and identify how the Charter SELPA can assist the LEA in any necessary corrective action. The Charter SELPA may request additional information as necessary to resolve identified concerns.

When multiple or connected concerns exist, the Charter SELPA may implement an Integrated Review Team (IRT) visit. An Integrated Review Team (IRT) visit consists of Charter SELPA program and business administrators meeting directly with the charter LEA leadership team.

CHARTER SCHOOLS AT-RISK

Whether through a Charter SELPA review process or other source, or if significant matters arise that are potentially harmful to students, demonstrate negligence, may harm the SELPA, or there is a concern that funds are not being spent appropriately for special education, Charter SELPA administration is empowered to act in the best interests of the SELPA as a whole. Such matters include, but are not limited to:

- Pattern of noncompliance with federal, state or Charter SELPA regulations
- Notice of revocation
- Notice of bankruptcy
- FCMAT extraordinary audit
- Annual audit with material findings and identification of operational issues that cause concern regarding the long-term viability of the organization
- Other circumstances that create a concern that a loss to the SELPA is possible or funds are not being spent appropriately for special education

Charter SELPA administration may make a determination and proceed to:

- Notify appropriate public agencies;
- Notify the LEA's governing board;
- Withhold state and/or federal funding;
- Move an LEA to reimbursement-based state funding, requiring

Section B: Governance and Administration

SELPA

Fiscal Year

expenditure reporting prior to cash distribution;
 • Require an LEA to submit proof of actual expenditures; and/or
 • Initiate termination of membership pursuant to CEO Policy 26.

7. Coordinated system of data collection and management:

Reference Number:

Document Title:

Document Location:

Description:

8. Coordination of interagency agreements:

Reference Number:

Document Title:

Document Location:

Pursuant to Title 17 of the California Code of Regulations (17 CCR) Section 52140, LEAs must develop and maintain local interagency agreements with Regional Centers. Agreements must include (as applicable to charter LEAs):

1. The responsibilities of each LEA and Regional Center in meeting the terms of the agreement;
2. Procedures for coordination of child find activities with local public agencies and Regional Centers to identify infants and toddlers who may be eligible for early intervention services;
3. Specific procedures for coordination of referrals for evaluation and assessment;
4. Procedures for the assignment of a service coordinator;
5. Interagency procedures for identifying the responsibilities of the regional center and LEA for completing the evaluation and assessment and determining eligibility within the time requirements contained in Section 52086 of these regulations, when an infant or toddler may receive services from both the Regional Center and LEA;
6. Procedures for the timely exchange of information between Regional Centers and LEAs;
7. Mechanisms for ensuring the availability of contacts at Regional

Section B: Governance and Administration

SELPA

Fiscal Year

Description:

Centers and LEAs at all times during the year;
 8. Procedures for interagency individualized family service plan (IFSP) development when infants and toddlers may be eligible for early intervention services from the Regional Center and the LEA or other state or local programs or services;
 9. Procedures to ensure the provision of services during periods of school vacations when services are required on the IFSP;
 10. Transition planning procedures which begin at least six months prior to a toddler's third birthday pursuant to EC Section 52112 of these regulations;
 11. Procedures for resolving disputes between regional centers and LEAs;
 12. Procedures for the training and assignment of surrogate parents; and
 13. Procedures for accepting transfers of infants or toddlers with existing IFSPs.
 Local interagency agreements must be dated and signed by representatives of the Regional Center and LEA. Interagency agreements must be reviewed by both parties annually, revised as necessary, dated, and signed by both parties as needed.

9. Coordination of services to medical facilities:

Reference Number:

Document Title:

Document Location:

Description:

The SELPA Administrator, or designee, will facilitate the coordination of these services by the designated LEAs and provide technical assistance to the medical facilities and LEAs as appropriate. Role of the individual LEAs: Each individual LEA is responsible for students with disabilities who are placed in a public hospital, state licensed children's hospital, psychiatric hospital, proprietary hospital, or a health facility for medical purposes when the hospital or facility is located within their boundaries, unless based on education code there is another district of special education accountability which would be responsible.

10. Coordination of services to licensed children's institutions and foster family homes:

Reference Number:

Document Title:

Section B: Governance and Administration

SELPA

Fiscal Year

Document Location:

Description:

11. Preparation and transmission of required special education local plan area reports:

Reference Number:

Document Title:

Document Location:

Description:

12. Fiscal and logistical support of the CAC:

Reference Number:

Document Title:

Document Location:

Description:

Section B: Governance and Administration

SELPA

Fiscal Year

SELPA, meetings may take place through teleconference. For purposes of this section, "teleconference" means a meeting where the members are in different locations, connected by electronic means, through either audio, video, or both.

13. Coordination of transportation services for individuals with exceptional needs:

Reference Number:

Document Title:

Document Location:

Description:

Legal Requirements Regarding Special Education Transportation
 Education Code Section 56040(a) states: "Every individual with exceptional needs, who is eligible to receive special education instruction and related services under this part, shall receive that instruction and those services at no cost to his or her parents or, as appropriate, to him or her." Related services means transportation and such developmental, corrective, and other supportive services as are required to assist a child with a disability to benefit from special education [34 CFR 300.34(a)]. Transportation as a related service includes travel to and from school and between schools, travel in and around school buildings; and specialized equipment (such as special or adapted buses, lifts, and ramps), if required to provide special transportation for a child with a disability [34 CFR 300.34(c)(16i-iii)]. LEAs/districts should not automatically assign students to transportation based on the students' disability without considering the students individual needs and the continuum of placements [Hopkinton (MA) Pub. Schs., 108 LRP 41626 (OCR 2007)]. For students with medical needs, 34 CFR 300.34(a)(ii) limits the responsibility of a public agency to appropriately monitor and maintain medical devices that are needed to maintain the health and safety of the child, including breathing, nutrition, or operation of other bodily functions, while the child is transported to and from school.

14. Coordination of career and vocational education and transition services:

Reference Number:

Document Title:

Document Location:

Section B: Governance and Administration

SELPA

Fiscal Year

Description:

Special education may include each of the following if the services otherwise meet the definition in the above paragraph: (Education Code 56031) 1. Speech language pathology services, or any other designated instruction and service or related service, pursuant to Education Code 56363, if the service is considered special education rather than designated instruction and service or related service under state standards 2. Travel training 3. Career technical education 4. Transition services for students with disabilities in accordance with 34 CFR 300.43 if provided as specially designed instruction, or a related service, if required to assist a student with disabilities to benefit from special education. Specially designed instruction means adapting, as appropriate to the needs of an eligible student, the content, methodology, or delivery of instruction to ensure access of the student to the general curriculum, so that the student can meet the educational standards that apply to all students in the charter LEA. (34 CFR 300.39(b)(3))

15. Assurance of full educational opportunity:

Reference Number:

Document Title:

Document Location:

Description:

Full educational opportunities means that students with disabilities have the right to full educational opportunities to meet their unique needs, including access to a variety of educational programs and services available to non-disabled students. The State must have in effect policies and procedures to demonstrate that the State has established a goal of providing full educational opportunity to all children with disabilities and a detailed timetable for accomplishing that goal. (34 CFR 300.109)

16. Fiscal administration and the allocation of state and federal funds pursuant to *EC* Section 56836.01—The SELPA Administrator's responsibility for the fiscal administration of the annual budget plan; the allocation of state and federal funds; and the reporting and accounting of special education funding.

Reference Number:

Document Title:

Document Location:

Section B: Governance and Administration

SELPA

Fiscal Year

Description:

The El Dorado County Office of Education is the Responsible Local Agency/Administrative Unit (RLA/AU) for the Charter SELPA. Pursuant to the provisions of Education Code 56030 et seq., the RLA/AU shall receive and distribute regionalized service funds, provide administrative support and coordinate the implementation of the El Dorado Charter Local Plan for Special Education. The RLA/AU shall perform such services and functions required to accomplish the goals set forth in the plan, including development of the Annual Service and Budget Plan. In addition, pursuant to Education Code 56836.01(a)(b)(c) the SELPA RLA/AU will oversee the fiscal administration of the Annual Budget Plan and the allocation of state and federal funds allocated to the special education local plan area for the provision of special education and related services by those entities, in accordance with the Local and Allocation Plans approved by the CEO Council, and be responsible for the reporting and accounting requirements prescribed by this part.

17. Direct instructional program support that maybe provided by program specialists in accordance with *EC* Section 56368:

Reference Number:

Document Title:

Document Location:

Description:

A program specialist is a specialist who holds a valid special education credential, clinical services credential, health services credential, or a school psychologist authorization and has advanced training and related experience in the education of individuals with exceptional needs and a specialized in-depth knowledge in preschool disabilities, career vocational development, or one or more areas of major disabling conditions.

(b) A program specialist may do all the following:

- (1) Observe, consult with, and assist resource specialists, designated instruction and services instructors, and special class teachers.
- (2) Plan programs, coordinate curricular resources, and evaluate effectiveness of programs for individuals with exceptional needs.
- (3) Participate in each school’s staff development, program development, and innovation of special methods and approaches.
- (4) Provide coordination, consultation and program development primarily in one specialized area or areas of his or her expertise.
- (5) Be responsible for assuring that pupils have full educational opportunity regardless of the district of residence.

(c) For purposes of Section 41403, a program specialist shall be

Section B: Governance and Administration

SELPA

Fiscal Year

Special Education Local Plan Area Services

1. A description of programs for early childhood special education from birth through five years of age:

Reference Number:	<input type="text" value="CEO Policy 6"/>
Document Title:	<input type="text" value="Part C-Transition"/>
Document Location:	<input type="text" value="https://charterselpa.org/governance/"/>
Description:	<input type="text" value="Charter schools in the El Dorado Charter SELPA currently do not serve students in Part C or preschool students. If students are transitioning from preschool to a Charter LEA and are eligible for Part B services, the Charter LEA will participate to ensure a smooth and effective transition between programs."/>

2. A description of the method by which members of the public, including parents or guardians of individuals with exceptional needs who are receiving services under the local plan, may address questions or concerns to the SELPA governing body or individual administrator:

Reference Number:	<input type="text" value="CEO Policy 15"/>
Document Title:	<input type="text" value="Public Participation"/>
Document Location:	<input type="text" value="https://charterselpa.org/governance/"/>
Description:	<input type="text" value="It shall be the policy of the Charter SELPA that public hearings, adequate notice of the hearings, and an opportunity for comment available to the general public, including individuals with disabilities and parents of children with disabilities, are held prior to the adoption of any policies and/or regulations needed to comply with part B of the IDEA. Per the Charter SELPA Local Plan, policies are adopted by the Charter CEO Council. The Charter SELPA RLA/AU may request input from the Executive Committee as policies are developed. Appropriate notice shall be provided prior to adoption of policies by the Charter SELPA CEO Council. Proposed policies will be posted to the El Dorado Charter SELPA website. This will allow for review and comment by the public, parents of children with disabilities, or individuals with disabilities. Charter CEO Council typically meets twice per year and meetings may take place through teleconference. For the purposes of this section, “teleconference” means a meeting where the members are in different"/>

Section B: Governance and Administration

SELPA

Fiscal Year

3. A description of a dispute resolution process, including mediation and final and binding arbitration to resolve disputes over the distribution of funding, the responsibility for service provision, and the other governance activities specified within the local plan:

Reference Number:

Document Title:

Document Location:

Description:

4. A description of the process being used to ensure a student is referred for special education instruction and services only after the resources of the regular education program have been considered and, where appropriate, utilized:

Reference Number:

Document Title:

Section B: Governance and Administration

SELPA

Fiscal Year

Document Location:

Description:

- 5. A description of the process being used to oversee and evaluate placements in nonpublic, nonsectarian schools and the method of ensuring that all requirements of each student's individualized education program are being met. The description shall include a method for evaluating whether the student is making appropriate educational progress:

Reference Number:

Document Title:

Document Location:

Description:

Section B: Governance and Administration

SELPA

Fiscal Year

master contract cannot give cause for termination unless the parent/guardian agrees to transfer the student to the public program. The master contract shall include a description of the process being utilized by the Charter LEA to oversee and evaluate placements in the NPS. This description shall include a method for evaluating whether the student is making appropriate educational progress. (Ed. Code 56366) The Charter CEO or designee of an elementary Charter LEA shall notify a high school district of all students placed in NPS or NPA programs prior to the annual review of the IEP for each student who may transfer to the high school district. (5 CCR § 3069.) When a special education student meets the district requirements for completion of prescribed course of study as designated in the student’s IEP, the district which developed the IEP shall award the diploma. (5 CCR § 3070.)

6. A description of the process by which the SELPA will fulfill the obligations to provide free and appropriate public education (FAPE) to a student age 18 to 21 (or age 22 under the circumstances described in *EC 56026(c)(4)*) who has been incarcerated in a county jail and remains eligible for special education services:

The obligation to make FAPE available extends to those otherwise-eligible adults in county jail, age 18 to 21, who: (a) had been identified as a child with a disability and had received services in accordance with an IEP, but left school prior to their incarceration; or (b) did not have an IEP in their last educational setting, but had actually been identified as a child with a disability. (*EC Section 56040*)

It is the responsibility of the district of residence (DOR) to provide special education services and related services to an adult student in county jail who remains eligible for these services and wishes to receive them. The DOR is the district in which the student's parents resided when the student turned 18, unless and until the parents move to a new DOR. For conserved students, the DOR is based on the residence of the conservator. (*EC Section 56041*)

Reference Number:

Document Title:

Document Location:

Description:

Section B: Governance and Administration

SELPA

Fiscal Year

are incarcerated in a county jail and remaining eligible for special education to assist in meeting their obligation. The SELPA may facilitate collaboration with the county jails as requested. Students shall be referred for special education instruction and services only after the resources of the regular education program have been considered and, where appropriate, utilized. (Education Code 56303)



AGREEMENT FOR PARTICIPATION

EL DORADO CHARTER SELPA

This Agreement for Participation (“Agreement”) is entered into by and between the El Dorado Charter SELPA (“SELPA”), the El Dorado County Office of Education (“EDCOE”), and _____ (“LEA”), a California public charter school, collectively referred to as the “Parties.”

RECITALS

WHEREAS, each special educational local plan area is required to administer local plans submitted pursuant to Education Code section 56205 et seq., administer the allocation of funds pursuant to Education Code section 56836 et seq., and ensure that it has in effect policies, procedures, and programs that are consistent with state laws, regulations, and policies governing certain aspects of special education;

WHEREAS, a charter school that is deemed a local educational agency for purposes of special education is required to participate in an approved local plan pursuant to Education Code section 56195.1(f);

WHEREAS, LEA is a charter school that is deemed a local educational agency for purposes of special education pursuant to Education Code section 47641 and is responsible for complying with all provisions of the Individuals with Disabilities Education Act (20 U.S.C. 1400 et seq.) and implementing regulations as they relate to local educational agencies;

WHEREAS, the SELPA as authorized by the California State Board of Education serves as the special educational local plan area for California charter schools deemed local educational agencies pursuant to Education Code section 47641 that have successfully completed the SELPA membership process and have signed this Agreement for Participation (“Agreement”);

WHEREAS, EDCOE is designated in the local plan as the “responsible local agency” for the SELPA, which means the administrative entity, the duties of which shall include, but are not limited to, receiving and distributing state and federal special education funds pursuant to the allocation plan, providing administrative support, and coordinating implementation of the plan;

WHEREAS, the actions and decisions of the parties are guided by the values of:

1. Commitment – maintaining high standards for performance in student achievement, operations, governance and finance;
2. Integrity – adherence to moral and ethical principles in all aspects of the work;
3. Fairness – impartial and just treatment of all stakeholders;
4. Partnership – collaborative decision making and accountability;
5. Knowledge – understanding of charter school law and practice; and
6. Transparency- access to the information, decisions, and actions of the organization;

WHEREAS, the purpose of this agreement is to set forth the various responsibilities of LEA, EDCOE, and SELPA to ensure that all charter pupils with exceptional needs within the SELPA receive appropriate special education programs.

NOW, THEREFORE, IT IS HEREBY AGREED between the parties hereto as follows:

1. SHARED COMMITMENTS

- 1.1. Resource Allocation. Parties shall demonstrate commitment to the promises set forth in this Agreement by allocating appropriate resources.
- 1.2. Standard of Conduct. Parties, at all times, shall conduct themselves in such a manner as to act in the best interests of all other SELPA members. The LEA shall not engage in any activity or enterprise which would tend to injure or expose the SELPA or any of its members to any significant risk of harm or injury of any kind.
- 1.3. Compliance. All parties to this agreement shall identify and comply with applicable laws, regulations, policies, procedures and generally accepted standards. Each party will address any identified compliance gaps in a responsible and timely fashion.
- 1.4. Continual Improvement. Parties are expected to continually improve by setting performance objectives, executing plans and taking necessary corrective actions for deficiencies identified by any and all internal and/or external assessments.
- 1.5. Accuracy of Business Records. Parties shall ensure that any and all financial books and records conform to generally accepted accounting principles and state reporting requirements. Records must be accurate in all material respects. Records must be legible, transparent, and reflect actual transactions and payments and be open to inspection by the other party upon a reasonable request.
- 1.6. Accuracy of Student Records. Parties shall ensure that any and all student records conform to prescribed formats. Records must be legible, transparent, reflect actual transactions and payments, and be accurate in all material respects. Records must be open to inspection and review by other parties with legitimate educational interest upon a request.
- 1.7. Documentation. Parties shall maintain documentation necessary to demonstrate compliance with this Agreement and compliance with applicable state and federal statutes and regulations.
- 1.8. Local and Allocation Plans. Parties agree to the provisions of the Local and Allocation Plans as updated and approved by the CEO Council.
- 1.9. Provision of Free and Appropriate Public Education. The LEA is solely responsible for the provision of special education programs and services to eligible students enrolled in the LEA. The Parties understand and agree that the SELPA or EDCOE shall have no responsibility for the operation of any direct educational program or service of any kind, that the SELPA has no duty or authority to provide FAPE to individual students, and that the SELPA has no duty or authority to make decisions regarding the educational programming of students enrolled in the LEA.

2. **LEA/ORGANIZATIONAL PARTNER RESPONSIBILITIES**

- 2.1 **Programs and Services.** The LEA is solely and exclusively responsible for the following mandated activities in order to operate its special education programs and services for students enrolled in the LEA. As such, the LEA shall:
- 2.1.1. Select, employ, compensate, and determine the duties of, or establish appropriate contracts for the provision of, special education teachers, instructional aides, and other personnel as required to conduct the program specified in the Local Plan, and in compliance with state and federal mandates.
 - 2.1.2. Conduct and/or contract those programs operated by the LEA in conformance with the Local Plan and the state and federal mandates.
 - 2.1.3. Organize and administer the activities of the IEP teams, including the selection of the LEA staff and who will serve as members of the IEP team in conformance with Education Code Section 56341 and in compliance with the Local Plan.
 - 2.1.4. Develop and implement program objectives and the evaluation of the program's effectiveness.
 - 2.1.5. Communicate with the parents and/or legal guardians of students in conformance with laws, regulations, and the provisions of the Local Plan.
 - 2.1.6. Provide for the documentation and reporting of assessment procedures used for the placement of individuals and the security thereof.
 - 2.1.7. Provide for the continuous review of placements and the assessment procedures employed to ensure their effectiveness and applicability, and ensure the continued implementation and compliance with eligibility criteria.
 - 2.1.8. Provide for the integration of students with disabilities into the general education school programs and provide for evaluating the results of such integration according to specifications of the Local Plan.
 - 2.1.9. Conduct the review of individual placements requested by the parents and/or legal guardians of the student in accordance with the Local Plan.
 - 2.1.10. Prepare and submit all required reports, including reports on student enrollment, program expenditures, and program evaluation.
- 2.2. **Fiscal Responsibilities.** Receive and expend special education funding in accordance with the Charter SELPA Allocation Plan. Organizational Partners affirm that any financial claim made by the SELPA against an LEA that is part of the Organizational Partner's network of LEAs will be honored by the Organization Partner.
- 2.3. **Restricted Funds.** As a condition of membership and participation in the SELPA, LEA warrants and represents that at no time during the term of this Agreement



and LEA's membership and participation in the SELPA shall the LEA, directly or indirectly, provide special education funding for the benefit of a for-profit entity. Unless altered by law, all funding provided through the Charter SELPA shall be treated as a restricted funding source to be expended only for special education or special education services. Nothing contained herein shall be interpreted as prohibiting any LEA from expending funds to contract with a state-certified nonpublic agency/school for the benefit of children served, in accordance with the approved master contract and individual services agreements as provided for in federal and state law.

- 2.4. Audit Report. Annually provide the SELPA with the LEA's annual, independent financial audit report, on or before December 20th each year, unless an extension has been granted by the State Controller's Office, in which case an extension will be granted to the charter as well. LEA further agrees to provide SELPA copies of any and all State Controller's Office communications regarding audit report corrective actions and a corrected audit report, if applicable. Should an LEA be the subject of an investigation by any federal, state, or local agency, including but not limited to the Fiscal Crisis Management and Assistance Team ("FCMAT") arising out of or related to allegations of fiscal mismanagement, failure to meet generally accepted accounting principles, or any violation of a provision of law, the LEA shall immediately notify SELPA and provide the SELPA with a copy of any written correspondence related thereto.
- 2.5. Membership Responsibilities. Adhere to governance structure within SELPA Local Plan and Policies, including designating appropriate representatives to serve on required councils and committees; ensure appropriate LEA representatives attend and participate in SELPA governance meetings as set forth in the Local Plan, Policies and Procedures.
- 2.6. Management Decisions. Consistent with this Agreement, LEA shall have full and exclusive authority and responsibility for classifying employment positions within their LEA. The managerial prerogatives of any participating LEA member shall not be infringed upon by any other participating LEA member except upon mutual consent of an affected LEA member(s), or unless as otherwise set forth. LEA shall not undertake to independently act on behalf of the SELPA or any of its members without express written authorization of the SELPA.
- 2.7. Participation. Ensure appropriate LEA representatives attend and participate in SELPA governance meetings and committees as set forth in the Local Plan, Policies and Procedures.
- 2.8. Reporting Requirements. Submit all required federal, state and SELPA reports and data requests in the prescribed format and at the specified due date. Upon written request by the SELPA, LEA shall provide any requested information, documents, writings, or information of any sort without delay, except as otherwise prohibited by law.
- 2.9. Indemnification and Hold Harmless. To the fullest extent allowed by law, LEA agrees to defend, indemnify, and hold harmless the SELPA and its individual other

members, EDCOE, the El Dorado County Superintendent of Schools, and each of their respective directors, officers, agents, employees, and volunteers (the Indemnified Parties), from any claim or demand, damages, losses or expenses (including, without limitation, reasonable attorney fees) that arise in any manner from an actual or alleged failure by LEA to fulfill one or more of the LEA member's obligations except to the extent that such suit arises from the SELPA, EDCOE, or the El Dorado County Superintendent of Schools' negligence.

3. **SELPA DUTIES AND RESPONSIBILITIES**

- 3.1 **Services.** In order to accomplish the goals set forth in the Local Plan, SELPA shall provide the following services and activities for the LEA:
- 3.1.1. Receive, compile, and submit required enrollment reports and compute all special education apportionments; receive data from LEA to compile and submit budgets for the programs and monitor the fiscal aspects of the program conducted, and receive the special education apportionments as authorized by applicable law.
 - 3.1.2. Maintain SELPA policies and procedures for referring and placing individuals with exceptional needs who are enrolled in the LEA, including the methods and procedures for communication with the parents and/or guardians of the students according to SELPA Local Plan, Policies and Procedures.
 - 3.1.3. Coordinate the organization and maintenance of the Special Education Community Advisory Committee ("CAC") to coordinate the implementation of the Local Plan and provide for the attendance of designated members of the SELPA's staff at all regularly scheduled CAC meetings as required by law.
 - 3.1.4. Coordinate community resources with those provided by LEA and SELPA, including providing such contractual agreements as may be required.
 - 3.1.5. Coordinate state Special Education Accountability Processes.
 - 3.1.6. Provide alternative dispute resolution supports and services.
 - 3.1.7. Develop interagency referral and placement procedures.
 - 3.1.8. Provide regular personnel development training sessions for LEA staff responsible for administering or delivering special education programs and services.
 - 3.1.9. Provide the method and forms to enable the LEA to report to the SELPA on student enrollment and program expenditures. Establish and maintain a pupil information system.
 - 3.1.10. Provide reasonable and appropriate technical assistance and information to the LEA upon request from LEA administration, including but not limited to:
 - 1. Evidenced Based Practices;
 - 2. Program Development and Improvement;



3. Individual cases;
4. State complaints;
5. Requests for due process mediation and hearing; and
6. Appropriate programs and services for specific pupils.

3.1.11. Perform other services reasonable and necessary to the administration and coordination of the Local Plan.

- 3.2. Governance. Organize and maintain the governance structure of the Local Plan, including various committees and councils to monitor the operations of the SELPA and make recommendations for necessary revisions, including, but not limited to, the Local Plan, Allocation Plan and Policies.
- 3.3. Data Reporting. Establish and maintain methods, timelines and forms to submit required federal, state and SELPA reports.
- 3.4. Public Meetings. Schedule public meetings for purposes of governance activities and adopting the Annual Service Plan and Budget Plan.
- 3.5. Fiscal Responsibilities. Receive, distribute, and oversee the expenditure of special education funds in accordance with federal and state regulations and the SELPA Allocation Plan.
- 3.6. Indemnification and Hold Harmless. The SELPA shall be held harmless and indemnify EDCOE and the El Dorado County Superintendent of Schools for any costs of any kind or nature arising out of or related to this agreement other than as specifically contemplated herein, except to the extent that such cost arises from EDCOE and the El Dorado County Superintendent of Schools' negligence.

4. EDCOE DUTIES AND RESPONSIBILITIES

- 4.1. The Parties understand that EDCOE is designated in the Local Plan as the "responsible local agency" for the SELPA. EDCOE shall receive and distribute state and federal special education funds pursuant to the Allocation Plan, provide administrative support, and coordinate implementation of the Local Plan in accordance with state and federal law.
- 4.2. EDCOE shall not be responsible for any LEA or SELPA obligations or duties of any kind or nature except as explicitly set forth in this agreement.

5. TERMINATION OF THIS AGREEMENT AND PARTICIPATION IN SELPA

- 5.1. LEA may terminate this Agreement and participation in the SELPA in its sole discretion at the end of the fiscal year next occurring after having provided prior written notice to the SELPA, as follows:
 - 5.1.1. Prior initial written notice of intended termination to the SELPA at least twelve (12) months and one (1) day in advance of date of termination; and
 - 5.1.2. Final written notice of termination to the SELPA no more than six (6) months after the LEA's initial notice of intended termination.
- 5.2. The SELPA may initiate and complete termination of this Agreement and LEA's participation in the SELPA in its sole discretion in accordance with the process and



standards in SELPA Policies. The SELPA will provide prior written notice to the LEA at least twelve (12) months as follows:

- 5.2.1. Prior initial written notice of intended termination to the LEA at least twelve (12) months and one (1) day in advance of date of termination, and
 - 5.2.2. Final written notice of termination to the LEA no more than six (6) months after the SELPA's initial notice of intended termination.
- 5.3. Specifically the timeline and process above does not preclude the SELPA from initiating and completing the termination process in less than 12 months or by June 30 of the year immediately preceding the summary termination, if the member demonstrates:
- 5.3.1. Egregious disregard of state and federal requirements to provide services to students; and/or
 - 5.3.2. Demonstrated systemic and material issues that would cause the SELPA to make a finding of "going concern" based on leadership, programmatic and/or fiscal solvency that would cause SELPA to reasonably believe the SELPA may be harmed by the continued membership of the LEA.

The standards and timeline as determined by the SELPA shall, at a minimum, provide the LEA a reasonable opportunity for prior written notice and an opportunity to be heard by the Membership Appeals Committee.

6. DISPUTE RESOLUTION

Should a dispute arise relating to the responsibility for service provision, governance activities, the distribution of funding, if a party believes that an action taken by the CEO Council will create an undue hardship, or that the action taken exceeds the authority granted to the CEO Council within the Local Plan and/or state or federal statute, the aggrieved party may request a review of the action with the appropriate governing body or CDE as appropriate.

7. MUTUAL REPRESENTATIONS

- 7.1. Authority and Capacity. The Parties have the authority and capacity to enter into this agreement.
- 7.2. Full Disclosure. All information heretofore furnished by the Parties for purposes of or in connection with this Agreement or any transaction contemplated hereby or thereby is true and accurate in all material respects on the date as of which such information is stated.
- 7.3. No Conflicts. Neither party is under any restriction or obligation that may affect the performance of its obligations under this agreement.
- 7.4. Enforceability. This Agreement constitutes a legal, valid, and binding obligation, enforceable against the Parties according to its terms.



8. RESERVATION OF RIGHTS

The Parties hereto agree that nothing contained in this Agreement or otherwise shall be deemed to have waived or modified any of their rights or remedies under the law.

This agreement is entered into for the 2021-22 year and, absent a new agreement or termination, continues each year thereafter.

Executed on this ____ day of _____, 20_____.

In accordance with SELPA policy, _____,

[INSERT Charter LEA Name]

certifies that this agreement has been approved by the appropriate local board(s).

LEA

Date

Signature of CEO of Charter LEA

[PRINT CEO Name, Title]

EL DORADO COUNTY OFFICE OF EDUCATION

Date

Ed Manansala, Ed.D., Superintendent

El Dorado County Office of Education

Date

David M. Toston, Associate Superintendent

SELPA Programs

El Dorado County Office of Education



Combined Board Check Register

School: EBIA

Month: October 2020

					Total Paid By Check:	179189.16
					Total Paid By Credit Card:	21052.99

Payment Type	Check #/CC Account	Vendor	Transaction Date	Description	Void	Amount
Check	6713	AT & T	10/5/2020	Bill #14766015--#6883 Internet service 4/16/20 - 5/15/20		668.93
Check	6714	AALRR Attorneys at Law	10/5/2020	Bill #603866--Legal Services for August 2020		3642.34
Check	6715	Sarah Blair	10/5/2020	Bill #ExpReimb--New Hire Live scan		70.5
Check	6716	CFI	10/5/2020	Bill #18886--US Toner Collection Kti & Black Toner Cartridge & LS Toner and Fusing Assembly & Rollers;2 Paper Feeder (new B/W Printer)		1966.5
Check	6717	EBMUD	10/5/2020	Bill #071520--Water service 05/11/20 - 07/10/20		3140.8
Check	6718	John Enterline	10/5/2020	Bill #ExpReimb--New Employee Live Scan		90.95
Check	6719	Kaiser Foundation Health Plan	10/5/2020	Bill #NOVEMBER2020--November 2020 Medical Health Plan		11624.56
Check	6720	Law Offices of Young, Minney & Corr, LLP	10/5/2020	Bill #67172--Legal Service through 8/31		1040
Check	6721	Lina's Janitorial Services	10/5/2020	Bill #20--Janitorial Services for Upper and Lower School 9/1/20 - 9/30/20		10000
Check	6722	PG&E	10/5/2020	Bill #091620--Gas and electric for Marshall 8/11/20 - 9/9/20		1269.49
Check	6723	PowerSchool	10/5/2020	Bill #INV210389--SIS Hosted Subscription Qty:720; SSL Certificate; PD+Subscription		5030
Check	6724	Revolution Foods, Inc.	10/5/2020	Bill #446825--Food Service 2020 Remote		2395.91
Check	6725	The Speech Pathology Group	10/5/2020	Bill #INV016292--Fall/Spring 2019-20 Swart Anne OT Qty 8 Bill #INV016157--Fall/Spring 2019-20 Swart Anne OT Qty 8		1552
Check	6726	Kathy Tran	10/5/2020	Bill #ExpReimb--Pathfinders PD Course (half of amount approved by ZP)& Live Scan Fee		248
Check	6727	Felicia Walker	10/5/2020	Bill #ExpReimb--New Hire Live scan		74
Check	6728	Waste Management Of Alameda County	10/5/2020	Bill #273770922162--Ops Charter July Service Bill #274096522165--Ops Charter September Service		1241.45
Check	6729	Alameda County Office of Education	10/15/2020	Bill #INV2100162--1st Quarter STRS Processing Fee FY20-21		354
Check	6730	AT & T	10/15/2020	Bill #15338436--#6883 Internet services 08/16/20 - 09/15/20		851.59
Check	6731	AT&T	10/15/2020	Bill #15326176--#2435 Internet Services 08/13/20 - 09/12/20		851.59
Check	6732	Charter Safe	10/15/2020	Bill #33007--Workers' Compensation Audit - 19/20		3969.18

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.

Payment Type	Check #/CC Account	Vendor	Transaction Date	Description	Void	Amount
Check	6733	College Essay Guy LLC	10/15/2020	Bill #1931--Intersession Live Workshop 4.5 Hr of college essay writing		2250
Check	6734	CPM Educational Program	10/15/2020	Bill #2005233IN--CC2 student 1yr eBook qty 10 CC3 Student 2yr eBook qty 7 CCG Student 1yr eBook qty 15 STAT student 1yr eBook qty 6		760
Check	6735	EBMUD	10/15/2020	Bill #091420--Water service 07/10/20 - 09/08/20		4052.87
Check	6736	EdTec	10/15/2020	Bill #19769--State Reporting August 2020 Services; UPS Postage		552.21
Check	6737	Illuminate Education	10/15/2020	Bill #CINV0000001826--Flat Rate Data and Assessment; Student Information (07/01/20-06/30/21)		11819.7
Check	6738	La Cheim School, Inc	10/15/2020	Bill #ESJULY2020--Counseling and guidance July 2020 Bill #14808--ES Tuition September 2020 Bill #ESAUG2020--Therapy August 2020 - Sanderson		6843.45
Check	6739	Law Offices of Young, Minney & Corr, LLP	10/15/2020	Bill #67606--Legal Services through 9/30		3005.5
Check	6740	Community High School Foundation	10/15/2020	Bill #EBIARSF09152020--Resident Support/Host Fee for Adrana Uribe & Grace Gecewicz		21000
Check	6741	MHE*McGraw-Hill Ecomm	10/15/2020	Bill #114751067001--ALEKS 6-12 Math Remedial Website; Subscription 20-21		13500
Check	6742	Office Depot	10/15/2020	Bill #514745512001--Manila Envelopes; Mailing Envelopes; Packing tape Bill #109834559001--Postage Stamps 12 qty; Copy Paper 4 qty Bill #116705781001--Composition books 950 qty		1712.44
Check	6743	The Speech Pathology Group	10/15/2020	Bill #INV016731--Swart Anne OT Qty 2		200
Check	6744	Vision Service Plan - (CA)	10/15/2020	Bill #October2020--October 2020 Vision Plan Coverage		468.7
Check	6745	Waste Management	10/15/2020	Bill #321768022162--Marshall Elementary October services 2020		1431.08
Check	6746	AT & T	10/27/2020	Bill #15475814--#6883 Internet Service 9/16-10/15		668.93
Check	6747	AT&T	10/27/2020	Bill #15468907--#2435 Internet Services 9/13 - 10/12		668.93
Check	6748	AALRR Attorneys at Law	10/27/2020	Bill #605953--Legal Services For September		2771.99
Check	6749	CDW Government	10/27/2020	Bill #2357745--60 qty Acer C733 N4020 32/4 Chrome		18373.1
Check	6750	CFI	10/27/2020	Bill #18906--OEM Hewlett Packard Color LaserJet M553 Printer		677.35
Check	6751	CoPower	10/27/2020	Bill #2049733--Dental Plan November 2020		3120.19
Check	6752	East Bay Speech Pathology, Inc.	10/27/2020	Bill #1342--Speech and Language Pathology services		7226.5
Check	6753	EdTec	10/27/2020	Bill #19888--Monthly Back Office Service- Oct 2020		5250
Check	6754	Kim Frankel	10/27/2020	Bill #EmpReimb--GLT lead GiftCard		30
Check	6755	Golden Gate Academy	10/27/2020	Bill #110120--Monthly use fee for Golden Gate Academy campus Upper School EBIA site		18500

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.

Payment Type	Check #/CC Account	Vendor	Transaction Date	Description	Void	Amount
Check	6756	Office Depot	10/27/2020	Bill #129652864001--Qty: 4 Postage Stamps; 1Pk Address Labels; 1bx copy paper; 1 Pk cardstock paper		294.8
Check	6757	Amanda Okamoto	10/27/2020	Bill #ExpReimb 201020--Paper Lunch bags; 2x Grub Hub Lunch order for WASC Committee		201.69
Check	6758	PG&E	10/27/2020	Bill #101620--Gas and Electric for Marshall 9/10-10/11		1411.12
Check	6759	Ready Refresh	10/27/2020	Bill #00J0035832427--Malcom Drinking Water 9/7/20-10/6/20; Delivery 10/6		29.93
Check	6760	Revolution Foods, Inc.	10/27/2020	Bill #447656--Food Service Remote - September 2020		1620
Check	6761	Jasmine Sanchez	10/27/2020	Bill #ExpReimb--Postage Stamps		38.5
Check	6762	Waste Management Of Alameda County	10/27/2020	Bill #274274722165--Ops Charter October Service		628.39
Credit Card	9515-2022	Membership Toolkit, Inc	10/1/2020	10108		450
Credit Card	9515-3612	Organizational Services, Inc	10/1/2020	EBIA		270
Credit Card	9515-3612	Amazon.com	10/1/2020	EBIA		13837.2
Credit Card	9515-3612	Amazon.com	10/1/2020			26.2
Credit Card	9515-3612	Amazon.com	10/1/2020			49.1
Credit Card	9515-3612	Amazon.com	10/1/2020			30.39
Credit Card	9515-3612	Amazon.com	10/1/2020			209.76
Credit Card	9515-3612	Amazon.com	10/1/2020			489.44
Credit Card	9515-3612	Amazon.com	10/1/2020			690.6
Credit Card	9515-3612	Amazon.com	10/1/2020			1310.97
Credit Card	9515-3612	BambooHR	10/1/2020			301.5
Credit Card	9515-3612	Catsone.com	10/1/2020			95.2
Credit Card	9515-3612	Dropbox	10/1/2020	Michelle Cho Dropbox annual subscription		119.88
Credit Card	9515-3612	Dropbox	10/1/2020	Jasmine Sanchez Dropbox annual subscription		119.88
Credit Card	9515-3612	Jumbula	10/1/2020	Monthly fee for afterschool online system		40
Credit Card	9515-3612	Nextiva*Voip	10/1/2020	Voice over IP fax service		74.87
Credit Card	9515-3612	NCS Pearson, Inc.	10/1/2020	WIAT.III, BASC-3, WRATS5 test		269.34
Credit Card	9515-3612	Peet's	10/1/2020	Staff \$10 gift card Qty 54		540
Credit Card	9515-3612	Techsoup	10/1/2020	Licensing for software discounted via non profit (adobe pro)		55
Credit Card	9515-3612	Techsoup	10/1/2020	Licensing for software discounted via non profit (adobe pro)		55
Credit Card	9515-3612	ZOOM.US	10/1/2020	Zoom standard Biz Monthly		8.61
Credit Card	9515-3612	ZOOM.US	10/1/2020	Zoom Standard Biz Monthly		14.68
Credit Card	9515-3612	ZOOM.US	10/1/2020	Video conference, distance learning		349.43
Credit Card	9515-3612	Wells Fargo Visa CC (3612)	10/1/2020	Over limit Fee		39
Credit Card	9515-3612	DoorDash	10/26/2020	DoorDash order Poke Row		28.08
Credit Card	9515-3612	ZOOM.US	10/26/2020	Video conference distance learning		379.81
Credit Card	9515-3612	Amazon.com	10/26/2020	Rubber Office Stamp 'Action Required'		9.28
Credit Card	9515-3612	Amazon.com	10/26/2020	Equity Book: 'We Want to Do More than Survive'		11.29
Credit Card	9515-3612	Amazon.com	10/26/2020	Equity Book: 'We Want to Do More than Survive'		12.01
Credit Card	9515-3612	Amazon.com	10/26/2020	Equity Book: 'We Want to Do More than Survive'		12.33
Credit Card	9515-3612	Amazon.com	10/26/2020	Equity Book: 'We Want to Do More than Survive'		12.33

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.

Payment Type	Check #/CC Account	Vendor	Date	Description	Void	Amount
Credit Card	9515-3612	Amazon.com	10/26/2020	Equity Book: 'We Want to Do More than Survive'		12.39
Credit Card	9515-3612	Amazon.com	10/26/2020	Equity Book: 'We Want to Do More Than Survive'		12.39
Credit Card	9515-3612	Amazon.com	10/26/2020	1pk Thermal Laminating Pouches 100ct; 1pk AAA Batteries 100ct; 1pk AA Batteries 48ct		59.71
Credit Card	9515-3612	AmazonPrime Membership	10/26/2020	Prime Membership renewal		130.01
Credit Card	9515-3612	BambooHR	10/26/2020	HR Sytems		301
Credit Card	9515-3612	DoorDash	10/26/2020	DoorDash order Chipotle		8.32
Credit Card	9515-3612	DoorDash	10/26/2020	DoorDash order Habibi's Birria		17.76
Credit Card	9515-3612	DoorDash	10/26/2020	DoorDash Order Bodhi Leaf Coffee Traders		18.4
Credit Card	9515-3612	DoorDash	10/26/2020	DoorDash Order Panera MP		19.99
Credit Card	9515-3612	DoorDash	10/26/2020	DoorDash order Chipotle		20.11
Credit Card	9515-3612	DoorDash	10/26/2020	DoorDash order Jay's Fish & Chips		21.26
Credit Card	9515-3612	DoorDash	10/26/2020	DoorDash order Butterfish		23.44
Credit Card	9515-3612	DoorDash	10/26/2020	DoorDash order Laughing Plant		27.59
Credit Card	9515-3612	DoorDash	10/26/2020	DoorDash order Mio Sushi		31.74
Credit Card	9515-3612	DoorDash	10/26/2020	DoorDash order Panera MP		46.86
Credit Card	9515-3612	DoorDash	10/26/2020	DoorDash order Eureka!		47.05
Credit Card	9515-3612	Grubhub	10/26/2020	GrubHub order Chicken Shack		18.62
Credit Card	9515-3612	Grubhub	10/26/2020	Grubhub order Pete's Restaurant & Brewhouse		62.74
Credit Card	9515-3612	Jumbula	10/26/2020	Monthly Fee for afterschool Online Service		40
Credit Card	9515-3612	Starbucks	10/26/2020	13x\$10 gift cards for EBIA staff in WASC focus group		130
Credit Card	9515-3612	Techsoup	10/26/2020	Licensing for software discounted via nonprofit (office standard 2019 RM)		39
Credit Card	9515-3612	Wells Fargo Visa CC (3612)	10/26/2020	Over Limit Fee		39
Credit Card	9515-3612	ZOOM.US	10/26/2020	Zoom Standard Biz Monthly		7.6
Credit Card	9515-3612	Amazon.com	10/26/2020	Replacement USB Battery power Charger cable cord		6.83



CliftonLarsonAllen LLP
CLAconnect.com

Board of Directors
East Bay Innovation Academy
Oakland, California

We have audited the financial statements of East Bay Innovation Academy as of and for the year ended June 30, 2020, and have issued our report thereon dated November 9, 2020. We have previously communicated to you information about our responsibilities under auditing standards generally accepted in the United States of America and *Government Auditing Standards, 2019-2020 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, published by the Education Audit Appeals Panel as well as certain information related to the planned scope and timing of our audit. Professional standards also require that we communicate to you the following information related to our audit.

Significant audit findings

Qualitative aspects of accounting practices

Accounting policies

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by East Bay Innovation Academy are described in Note 1 to the financial statements.

As described in Note 1, East Bay Innovation Academy changed accounting policies related to the change in accounting principle by adopting Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) No. 2014-09, *Revenue from Contracts with Customers (Topic 606)*, and FASB ASU No. 2018-08, *Not-for-Profit Entities (Topic 958): Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*, for the year ended June 30, 2020.

No new accounting policies were adopted and the application of existing policies was not changed during 2020, other than those noted above.

We noted no transactions entered into by the entity during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. There were no accounting estimates affecting the financial statements which were particularly sensitive or required substantial judgments by management.

Board of Directors
East Bay Innovation Academy
Page 2

Financial statement disclosures

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. There were no particularly sensitive financial statement disclosures.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties encountered in performing the audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Uncorrected misstatements

Professional standards require us to accumulate all misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management did not identify and we did not notify them of any uncorrected financial statement misstatements.

Corrected misstatements

Management did not identify and we did not notify them of any financial statement misstatements detected as a result of audit procedures.

Disagreements with management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditors' report. No such disagreements arose during our audit.

Management representations

We have requested certain representations from management that are included in the management representation letter dated November 9, 2020.

Management consultations with other independent accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the entity's financial statements or a determination of the type of auditors' opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Significant issues discussed with management prior to engagement

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to engagement as the entity's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our engagement.

Board of Directors
East Bay Innovation Academy
Page 3

Other information in documents containing audited financial statements

With respect to the local education agency organization structure, schedule of instructional time, schedule of average daily attendance, and reconciliation of annual financial report with audited financial statements (collectively, the supplementary information) accompanying the financial statements, on which we were engaged to report in relation to the financial statements as a whole, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period or the reasons for such changes, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves. We have issued our report thereon dated November 9, 2020.

Our auditors' opinion, the audited financial statements, and the notes to financial statements should only be used in their entirety. Inclusion of the audited financial statements in a document you prepare, such as an annual report, should be done only with our prior approval and review of the document.

Recent accounting standards

Our promise is to get to know you and help you. For your consideration, we provided recent accounting standards applicable to your entity.

Leases –

- Effective for fiscal years beginning after December 15, 2019 for public entities and December 15, 2021 for nonpublic entities. For your entity – June 30, 2023's financial statements.
- Requires lessees to recognize the assets and liabilities arising from all leases on the statement of financial position.
- A lessee should recognize the liability to make lease payments (the lease liability) and a right-of-use asset representing its right to use the underlying asset for the lease term.
- Continued differentiation between finance and operating leases.

This communication is intended solely for the information and use of the board of directors and management of East Bay Innovation Academy and is not intended to be, and should not be, used by anyone other than these specified parties.



CliftonLarsonAllen LLP

Glendora, California
November 9, 2020

**EAST BAY INNOVATION ACADEMY
CHARTER SCHOOL NUMBER: 1620**

**FINANCIAL STATEMENTS AND
SUPPLEMENTARY INFORMATION**

YEAR ENDED JUNE 30, 2020



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**EAST BAY INNOVATION ACADEMY
TABLE OF CONTENTS
YEAR ENDED JUNE 30, 2020**

INDEPENDENT AUDITORS' REPORT	1
BASIC FINANCIAL STATEMENTS	
STATEMENT OF FINANCIAL POSITION	3
STATEMENT OF ACTIVITIES	4
STATEMENT OF FUNCTIONAL EXPENSES	5
STATEMENT OF CASH FLOWS	6
NOTES TO FINANCIAL STATEMENTS	7
SUPPLEMENTARY INFORMATION	
LOCAL EDUCATION AGENCY ORGANIZATION STRUCTURE	15
SCHEDULE OF INSTRUCTIONAL TIME	16
SCHEDULE OF AVERAGE DAILY ATTENDANCE	17
RECONCILIATION OF ANNUAL FINANCIAL REPORT WITH AUDITED FINANCIAL STATEMENTS	18
NOTES TO SUPPLEMENTARY INFORMATION	19
INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH <i>GOVERNMENT AUDITING STANDARDS</i>	20
INDEPENDENT AUDITORS' REPORT ON STATE COMPLIANCE	22
SCHEDULE OF FINDINGS AND QUESTIONED COSTS	24
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS	25



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INDEPENDENT AUDITORS' REPORT

Board of Directors
East Bay Innovation Academy
Oakland, California

Report on the Financial Statements

We have audited the accompanying financial statements of East Bay Innovation Academy (the Academy), a California nonprofit public benefit corporation, which comprise the statement of financial position as of June 30, 2020, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Board of Directors
East Bay Innovation Academy

Opinion

In our opinion, the financial statements referred to on page 1 present fairly, in all material respects, the financial position of the Academy as of June 30, 2020, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the Academy's financial statements as a whole. The accompanying supplementary schedules, as identified in the table of contents, are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued a report dated November 9, 2020 on our consideration of the Academy's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness on the Academy's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Academy's internal control over financial reporting and compliance.



CliftonLarsonAllen LLP

Glendora, California
November 9, 2020

**EAST BAY INNOVATION ACADEMY
STATEMENT OF FINANCIAL POSITION
JUNE 30, 2020**

ASSETS

CURRENT ASSETS

Cash and Cash Equivalents	\$ 1,110,305
Accounts Receivable - Federal and State	853,691
Accounts Receivable - Other	48,242
Prepaid Expenses and Other Assets	<u>89,192</u>

Total Assets	<u><u>\$ 2,101,430</u></u>
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LIABILITIES AND NET ASSETS

CURRENT LIABILITIES

Accounts Payable and Accrued Liabilities	<u>\$ 460,672</u>
Total Current Liabilities	460,672

LONG-TERM LIABILITIES

PPP Loan Payable	<u>952,534</u>
Total Long-Term Liabilities	<u>952,534</u>

Total Liabilities	1,413,206
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NET ASSETS

Without Donor Restrictions	684,653
With Donor Restrictions	<u>3,571</u>
Total Net Assets	<u>688,224</u>

Total Liabilities and Net Assets	<u><u>\$ 2,101,430</u></u>
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See accompanying Notes to Financial Statements.

**EAST BAY INNOVATION ACADEMY
STATEMENT OF ACTIVITIES
YEAR ENDED JUNE 30, 2020**

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
REVENUES			
State Revenue:			
State Aid	\$ 3,924,853	\$ -	\$ 3,924,853
Other State Revenue	786,809	-	786,809
Federal Revenue:			
Grants and Entitlements	364,635	-	364,635
Local Revenue:			
In-Lieu Property Tax Revenue	1,493,210	-	1,493,210
Contributions	138,773	-	138,773
Interest Income	1	-	1
Other Local Revenue	156,480	-	156,480
Other Revenue	74,429	-	74,429
Net Assets Released from Restrictions	36,387	(36,387)	-
Total Revenues	<u>6,975,577</u>	<u>(36,387)</u>	<u>6,939,190</u>
EXPENSES			
Program Services	6,283,993	-	6,283,993
Management and General	548,142	-	548,142
Fundraising	12,329	-	12,329
Total Expenses	<u>6,844,464</u>	<u>-</u>	<u>6,844,464</u>
CHANGE IN NET ASSETS	131,113	(36,387)	94,726
Net Assets - Beginning of Year	<u>553,540</u>	<u>39,958</u>	<u>593,498</u>
NET ASSETS - END OF YEAR	<u>\$ 684,653</u>	<u>\$ 3,571</u>	<u>\$ 688,224</u>

See accompanying Notes to Financial Statements.

**EAST BAY INNOVATION ACADEMY
STATEMENT OF FUNCTIONAL EXPENSES
YEAR ENDED JUNE 30, 2020**

	<u>Program Services</u>	<u>Management and General</u>	<u>Fundraising</u>	<u>Total Expenses</u>
Salaries and Wages	\$ 3,741,912	\$ 198,874	\$ -	\$ 3,940,786
Pension Expense	499,403	29,195	-	528,598
Other Employee Benefits	309,145	27,435	-	336,580
Payroll Taxes	118,017	8,694	-	126,711
Legal Expenses	-	58,191	-	58,191
Accounting Expenses	-	16,656	-	16,656
Other Fees for Service	614,326	80,229	-	694,555
Advertising and Promotions	2,380	-	-	2,380
Office Expenses	48,674	12,618	-	61,292
Information Technology	66,773	-	-	66,773
Occupancy	605,369	39,306	-	644,675
Travel	6,054	1,513	-	7,567
Interest	-	5,463	-	5,463
Insurance	36,550	9,137	-	45,687
Instructional Materials	203,495	2,259	-	205,754
Other Expenses	31,895	58,572	12,329	102,796
	<u>\$ 6,283,993</u>	<u>\$ 548,142</u>	<u>\$ 12,329</u>	<u>6,844,464</u>
Total Functional Expenses	<u>\$ 6,283,993</u>	<u>\$ 548,142</u>	<u>\$ 12,329</u>	<u>6,844,464</u>

See accompanying Notes to Financial Statements.

**EAST BAY INNOVATION ACADEMY
STATEMENT OF CASH FLOWS
YEAR ENDED JUNE 30, 2020**

CASH FLOWS FROM OPERATING ACTIVITIES

Change in Net Assets	\$ 94,726
Adjustments to Reconcile Change in Net Assets to Net Cash Provided by Operating Activities:	
Change in Operating Assets:	
Accounts Receivable - Federal and State	121,652
Accounts Receivable - Other	(28,583)
Prepaid Expenses and Other Assets	(16,158)
Change in Operating Liabilities:	
Accounts Payable and Accrued Liabilities	(145,283)
Net Cash Provided by Operating Activities	26,354

CASH FLOWS FROM FINANCING ACTIVITIES

Proceeds from Debt	952,534
Repayments of Debt	(50,008)
Net Cash Provided by Financing Activities	902,526

NET CHANGE IN CASH AND CASH EQUIVALENTS

928,880

Cash and Cash Equivalents - Beginning of Year

181,425

CASH AND CASH EQUIVALENTS - END OF YEAR\$ 1,110,305**SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION**

Cash Paid for Interest	\$ 5,463
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See accompanying Notes to Financial Statements.

**EAST BAY INNOVATION ACADEMY
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2020**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Activities

East Bay Innovation Academy (the Academy) is a California nonprofit public benefit corporation and is organized to manage and operate a public charter schools located in Alameda County. The Academy is economically dependent on state and federal funding.

The charter may be revoked by the Oakland Unified School District for material violations of the charter, failure to meet pupil outcomes identified in the charter, failure to meet generally accepted standards of fiscal management, or violation of any provision of the law.

Cash and Cash Equivalents

The Academy defines its cash and cash equivalents to include only cash on hand, demand deposits, and liquid investments with original maturities of three months or less.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, and disclosures. Accordingly, actual results could differ from those estimates.

Basis of Accounting

The financial statements have been prepared on the accrual method of accounting and accordingly reflect all significant receivables and liabilities.

Functional Allocation of Expenses

Costs of providing the Academy's programs and other activities have been presented in the statement of functional expenses. During the year, such costs are accumulated into separate groupings as either direct or indirect. Indirect or shared costs are allocated among program and support services by a method that best measures the relative degree of benefit.

Basis of Presentation

The accompanying financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America as prescribed by the Financial Accounting Standards Board.

**EAST BAY INNOVATION ACADEMY
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2020**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Net Asset Classes

Net assets, revenues, gains, and losses are classified based on the existence or absence of donor or grantor imposed restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

Net Assets Without Donor Restrictions – Net assets available for use in general operations and not subject to donor (or certain grantor) restrictions.

Net Assets With Donor Restrictions – Net assets subject to donor- (or certain grantor-) imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both.

We report contributions restricted by donors as increases in net assets without donor restrictions if the restrictions expire (that is, when a stipulated time restriction ends or purpose restriction is accomplished) in the reporting period in which the revenue is recognized. All other donor-restricted contributions are reported as increases in net assets with donor restrictions, depending on the nature of the restrictions. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statements of activities as net assets released from restrictions.

Accounts Receivables

Accounts receivable primarily represent amounts due from federal and state governments as of June 30, 2020. Management believes that all receivables are fully collectible; therefore, no provisions for uncollectible accounts were recorded.

Property Taxes

Secured property taxes attach as an enforceable lien on property as of January 1. Taxes are levied on September 1 and are payable in two installments on or before November 1 and February 1. Unsecured property taxes are not a lien against real property and are payable in one installment on or before August 31. The County bills and collects property taxes for all taxing agencies within the County and distributes these collections to the various agencies. The sponsor agency of the Academy is required by law to provide in-lieu property tax payments on a monthly basis, from August through July. The amount paid per month is based upon an allocation per student, with a specific percentage to be paid each month.

**EAST BAY INNOVATION ACADEMY
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2020**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Compensated Absences

Accumulated unpaid employee vacation benefits are recognized as a liability of the Academy. The entire compensated absences liability is reported on the statement of financial position. Employees of the Academy are paid for days or hours worked based upon board approved schedules which include vacation. Sick leave is accumulated however, not paid out. Certificated unionized staff receive 10 days of sick leave at the beginning of the year per union contracts. Non-certified hourly staff eligible for sick days are accrued at one hour per 30 hours worked.

Revenue Recognition

Amounts received from the California Department of Education are conditional and recognized as revenue by the Academy based on the average daily attendance (ADA) of students. Revenue that is restricted is recorded as an increase in net assets without donor restriction, if the restriction expires in the reporting period in which the revenue is recognized. All other restricted revenues are reported as increases in net assets with donor restriction.

Contributions

All contributions are considered to be available for general use unless specifically restricted by the donor. Amounts received that are restricted to specific use or future periods are reported as increases in net assets with donor restrictions. Restricted contributions that are received and released in the same period are reported as contribution revenue without donor restrictions. Unconditional promises to give expected to be received in one year or less are recorded at net realizable value. Unconditional promises to give expected to be received in more than one year are recorded at fair value at the date of the promise. Conditional promises to give are not recognized until they become unconditional, that is, when the conditions on which they depend are substantially met.

Conditional Grants

Grants and contracts that are conditioned upon the performance of certain requirements or the incurrence of allowable qualifying expenses (barriers) are recognized as revenues in the period in which the conditions are met. Amounts received are recognized as revenue when the Academy has incurred expenditures in compliance with specific contract or grant provisions. Amounts received prior to incurring qualifying expenditures are reported as deferred revenues in the statement of financial position. As of June 30, 2020, the Academy has no conditional grants.

Income Taxes

The Academy is a nonprofit entity exempt from the payment of income taxes under Internal Revenue Code Section 501(c)(3) and California Revenue and Taxation Code Section 23701d. Accordingly, no provision has been made for income taxes. Management has determined that all income tax positions are more likely than not of being sustained upon potential audit or examination; therefore, no disclosures of uncertain income tax positions are required. The Academy is subject to income tax on net income that is derived from business activities that are unrelated to the exempt purposes. The Academy files an exempt return and applicable unrelated business income tax return in the U.S. federal jurisdiction and with the California Franchise Tax Board.

**EAST BAY INNOVATION ACADEMY
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2020**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Change in Accounting Principle

In May 2014, FASB issued Accounting Standards Update (ASU) 2014-09, *Revenues from Contracts with Customers (Topic 606)*. The update establishes the core principle that an entity should recognize revenue to depict the transfer of promised goods or services to customers in the amount that reflects the consideration to which the entity expects to be entitled in exchange for those good or services. The Academy has early adopted the implementation of ASU 2014-09 under the full retrospective approach. There was no material impact on the Academy's financial position and results of operations upon adoption of the new standard.

In June 2018, FASB issued Accounting Standards Update (ASU) 2018-08, *Not-for-Profit Entities (Topic 958) – Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*. The update clarifies and improves the scope and the accounting guidance for contributions received and contributions made. The amendments in this update should assist entities in (1) evaluating whether transactions should be accounted for as contributions (nonreciprocal transactions), or as exchange (reciprocal transactions) and (2) determining whether a contribution is conditional. The Academy has implemented ASU 2018-08 under the modified retrospective approach. There was no material impact on the Academy's financial position and results of operations upon adoption of the new standard.

Subsequent Events

The Academy has evaluated subsequent events through November 9, 2020, the date these financial statements were available to be issued.

NOTE 2 LIQUIDITY AND AVAILABILITY

Financial assets available for general expenditure are those without donor or other restrictions limiting their use, within one year of the statement of financial position date. Financial assets available for general expenditures are comprised of the following as of June 30, 2020:

Cash and Cash Equivalents	\$ 1,110,305
Accounts Receivable - Federal and State	853,691
Accounts Receivable - Other	48,242
Less: Net Assets With Donor Restrictions	(3,571)
Financial Assets Available for General Expenditure	<u><u>\$ 2,008,667</u></u>

As part of its liquidity management plan, the Academy monitors liquidity required and cash flows to meet operating needs on a monthly basis. The Academy structures its financial assets to be available as general expenditures, liabilities and other obligations come due.

**EAST BAY INNOVATION ACADEMY
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2020**

NOTE 3 CONCENTRATION OF CREDIT RISK

The Academy maintains an interest bearing-cash account with a financial institution. The account at this institution is insured by the Federal Deposit Insurance Corporation (FDIC). At times, cash in this account exceeds the maximum insured amount. The Academy has not experienced any losses regarding this account and believes it is not exposed to any significant credit risk on its cash and cash equivalents.

NOTE 4 LONG-TERM DEBT

California Department of Education

The Academy received a revolving loan from the California Department of Education (CDE) in the amount of \$250,000. The loan requires annual principal payments of \$50,000 and carried an interest rate of 0.27%. Annual payments of principal and interest are deducted from the Academy’s apportionment. This loan was repaid in the current fiscal year.

PPP Loan

In May 2020 the Academy received a loan from Wells Fargo in the amount of \$952,534 to fund payroll, rent, utilities, and interest on mortgages and existing debt through the Paycheck Protection Program (the PPP Loan). The original loan agreement was written prior to the PPP Flexibility Act of 2020 (June 5) and was due over 24 months deferred for six months. Subsequent to this, the law changed the loan deferral terms retroactively. The PPP Flexibility Act and subsequent regulations supersede the loan agreement. The PPP Loan bears interest at a fixed rate of 1.0% per annum, with the first six months of interest deferred, has a term of two years, and is unsecured and guaranteed by the U.S. Small Business Administration. Payment of principal and interest is deferred until the date on which the amount of forgiveness is remitted to the lender or, if the organization fails to apply for forgiveness within 10 months after the covered period, then payment of principal and interest shall begin on that date. These amounts may be forgiven subject to compliance and approval based on the timing and use of these funds in accordance with the program. To the extent that all or part of the PPP Loan is not forgiven, the Academy will be required to pay interest on the PPP Loan at a rate of 1.0% per annum, and commencing in September 2021 principal and interest payments will be required through the maturity date in May 2022.

The loan repayment by year is as follows:

<u>Year Ending June 30.</u>	<u>Amount</u>
2021	\$ -
2022	952,534
Total	<u>\$ 952,534</u>

**EAST BAY INNOVATION ACADEMY
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2020**

NOTE 5 EMPLOYEE RETIREMENT

Multiemployer Defined Benefit Pension Plans

Qualified employees are covered under multiple-employer defined benefit pension plans maintained by agencies of the state of California. Certificated employees are members of the State Teachers' Retirement System (STRS).

The risks of participating in this multiemployer defined benefit pension plan are different from single employer plans because: (a) assets contributed to the multiemployer plan by one employer may be used to provide benefits to employees of other participating employers, (b) the required member, employer, and state contribution rates are set by the California Legislature and detailed in Teachers' Retirement Law, and (c) if the Academy chooses to stop participating in the multiemployer plan, it may be required to pay a withdrawal liability to the plan. The Academy has no plans to withdraw from this multi-employer plan.

State Teachers' Retirement System (STRS)

Plan Description

The Academy contributes to the State Teachers' Retirement System (STRS), a cost-sharing multiple-employer public employee retirement system defined benefit pension plan administered by STRS.

The plan provides retirement, disability and survivor benefits to beneficiaries. Benefit provisions are established by State statutes, as legislatively amended, within the State Teachers' Retirement Law. According to the most recently available Comprehensive Annual Financial Report and Actuarial Valuation Report for the year ended June 30, 2019, total plan net assets are \$273 billion, the total actuarial present value of accumulated plan benefits is \$392 billion, contributions from all employers totaled \$5.6 billion, and the plan is 66% funded. The Academy did not contribute more than 5% of the total contributions to the plan.

Copies of the STRS annual financial reports may be obtained from STRS, 7667 Folsom Boulevard, Sacramento, California 95826 and www.calstrs.com.

Funding Policy

Active plan members hired before January 1, 2013 are required to contribute 10.25% of their salary and those hired after are required to contribute 9.205% of their salary. The Academy is required to contribute an actuarially determined rate. The actuarial methods and assumptions used for determining the rate are those adopted by the STRS Teachers' Retirement Board. Under the 2014 funding plan, employer contributions on compensation creditable to the program will increase every year for the next seven years, up to 19.10% in 2021-22. The required employer contribution rate for year ended June 30, 2020 was 18.13% of annual payroll. The contribution requirements of the plan members are established and may be amended by state statute.

**EAST BAY INNOVATION ACADEMY
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2020**

NOTE 5 EMPLOYEE RETIREMENT (CONTINUED)

State Teachers' Retirement System (STRS) (Continued)

The Academy's contributions to STRS for the past three years are as follows:

<u>Year Ending June 30,</u>	<u>Required Contribution</u>	<u>Percent Contributed</u>
2018	\$ 287,012	100%
2019	428,671	100%
2020	528,598	100%

NOTE 6 OPERATING LEASE

The Academy leases its facility on an annual renewable basis. Lease expense for the year ended June 30, 2020 was \$337,160.

Future minimum lease payments for fiscal year June 30, 2021 are \$238,975.

NOTE 7 FUNCTIONALIZED EXPENSES

The financial statements report certain categories of expenses that are attributed to more than one program or supporting function. Therefore, expenses require allocation on a reasonable basis that is consistently applied. The expenses that are allocated include salaries and wages, pension expense, other employee benefits, payroll taxes, other expenses, travel, and other fees for service which are allocated on the basis of estimates of time and effort. Also allocated are occupancy and insurance expenses which are allocated on a square footage basis. Office expenses and instructional materials were allocated based on estimated usage.

NOTE 8 LINE OF CREDIT

The Academy has a revolving line of credit with Bank of America for \$70,000 that carries an interest rate of 12.250%. There was no balance as of June 30, 2020.

NOTE 9 NET ASSETS WITH DONOR RESTRICTIONS

As of June 30, 2020 the Academy had the following net assets with donor restrictions:

Subject to Expenditure for Specific Purpose:

Measure N	\$ 3,571
Total Net Assets With Donor Restrictions	\$ 3,571

**EAST BAY INNOVATION ACADEMY
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2020**

NOTE 9 NET ASSETS WITH DONOR RESTRICTIONS (CONTINUED)

Net assets were released from donor restrictions by incurring expenses satisfying the restricted purpose as follows for the years ended June 30:

Releases from Net Assets for Specific Purpose:	
Low Performing Students Block Grant	\$ 3,748
Measure N	32,639
Total	<u>\$ 36,387</u>

NOTE 10 CONTINGENCIES, RISKS AND UNCERTAINTIES

The Academy has received state and federal funds for specific purposes that are subject to review and audit by the grantor agencies. Although such audits could generate disallowances under terms of the grants, it is believed that any required reimbursement would not be material.

During the fiscal year, the World Health Organization declared the spread of Coronavirus Disease (COVID-19) a worldwide pandemic. Subsequent to year-end, the COVID-19 pandemic continues to have significant effects on global markets, supply chains, businesses, and communities. Specific to the Academy, COVID-19 may impact various parts of its 2021 operations and financial results, including, but not limited to, loss of revenues, additional bad debts, costs for increased use of technology, or potential shortages of personnel. Management believes the Academy is taking appropriate actions to mitigate the negative impact. However, the full impact of COVID-19 is unknown and cannot be reasonably estimated as these events are still developing.

SUPPLEMENTARY INFORMATION

**EAST BAY INNOVATION ACADEMY
 LOCAL EDUCATION AGENCY ORGANIZATION STRUCTURE
 YEAR ENDED JUNE 30, 2020
 (SEE INDEPENDENT AUDITORS' REPORT)**

East Bay Innovation Academy (the Academy) was established in October 2013, and granted its charter through Oakland Unified School District (the District) and its charter school status from the California Department of Education. The charter may be revoked by the District for material violations of the charter, failure to meet or make progress towards student outcomes, failure to meet generally accepted standards of fiscal management, or violation of any provision of the law.

Charter School number authorized by the State: 1620

The Board of Directors and the Administrator as of the year ended June 30, 2020 were as follows:

BOARD OF DIRECTORS

<u>Member</u>	<u>Office</u>	<u>Term Expires (3 Year Term)</u>
Shelley Benning	Board Chair / Co-Founder	August 2022
Laurie Jacobson Jones	Vice Chair and Treasurer / Co-Founder	August 2022
Kelly Garcia	Secretary	August 2022
Ken Berrick	Board Member	June 2022
Bradley Edgar	Board Member	October 2022
Kimberly Smith	Board Member	Emeritus

ADMINISTRATORS

Michelle Cho	Executive Director
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**EAST BAY INNOVATION ACADEMY
SCHEDULE OF INSTRUCTIONAL TIME
YEAR ENDED JUNE 30, 2020
(SEE INDEPENDENT AUDITORS' REPORT)**

	Instructional Minutes		Credited Minutes	Total Actual Plus	Traditional	Credited Days	Total Actual Plus	Status
	Requirement	Actual	COVID-19 School Closure Certification	Credited Minutes	Calendar Days	COVID-19 School Closure Certification	Credited Days	
Grade 6	54,000	38,565	17,190	55,755	125	55	180	In Compliance
Grade 7	54,000	38,565	17,190	55,755	125	55	180	In Compliance
Grade 8	54,000	38,565	17,190	55,755	125	55	180	In Compliance
Grade 9	64,800	48,445	21,570	70,015	125	55	180	In Compliance
Grade 10	64,800	48,445	21,570	70,015	125	55	180	In Compliance
Grade 11	64,800	48,445	21,570	70,015	125	55	180	In Compliance
Grade 12	64,800	48,445	21,570	70,015	125	55	180	In Compliance

See Notes to Supplementary Information

**EAST BAY INNOVATION ACADEMY
 SCHEDULE OF AVERAGE DAILY ATTENDANCE
 YEAR ENDED JUNE 30, 2020
 (SEE INDEPENDENT AUDITORS' REPORT)**

	Second Period Report		Annual Report	
	Classroom Based	Total	Classroom Based	Total
Grades 4-6	129.63	129.63	129.63	129.63
Grades 7-8	221.94	221.94	221.94	221.94
Grades 9-12	236.23	242.01	236.23	242.01
ADA Totals	<u>587.80</u>	<u>593.58</u>	<u>587.80</u>	<u>593.58</u>

See Notes to Supplementary Information

**EAST BAY INNOVATION ACADEMY
 RECONCILIATION OF ANNUAL FINANCIAL REPORT WITH
 AUDITED FINANCIAL STATEMENTS
 YEAR ENDED JUNE 30, 2020
 (SEE INDEPENDENT AUDITORS' REPORT)**

June 30, 2020 Annual Financial Report Fund Balances (Net Assets)	\$ 688,226
Adjustments and Reclassifications:	
Increase (Decrease) of Fund Balance (Net Assets):	
Prepaid Expenses and Other Assets	(33,447)
Accounts Payable and Accrued Liabilities	33,445
Net Adjustments and Reclassifications	<u>(2)</u>
June 30, 2020 Audited Financial Statement Fund Balances (Net Assets)	<u><u>\$ 688,224</u></u>

See Notes to Supplementary Information

**EAST BAY INNOVATION ACADEMY
NOTES TO SUPPLEMENTARY INFORMATION
JUNE 30, 2020**

PURPOSE OF SCHEDULES

NOTE 1 SCHEDULE OF INSTRUCTIONAL TIME

This schedule presents information on the amount of instructional time offered by the Academy and whether the Academy complied with the provisions of California Education Code.

NOTE 2 SCHEDULE OF AVERAGE DAILY ATTENDANCE

Average daily attendance is a measurement of the number of pupils attending classes of the Academy. The purpose of attendance accounting from a fiscal standpoint is to provide the basis on which apportionments of state funds are made to charter schools. This schedule provides information regarding the attendance of students at various grade levels.

NOTE 3 RECONCILIATION OF ANNUAL FINANCIAL REPORT WITH AUDITED FINANCIAL STATEMENTS

This schedule provides the information necessary to reconcile the net assets of the charter school as reported on the Annual Financial Report form to the audited financial statements.



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**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED
IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

Board of Directors
East Bay Innovation Academy
Oakland, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States of America, the financial statements of East Bay Innovation Academy (the Academy), a nonprofit California public benefit corporation, which comprise the statement of financial position as of June 30, 2020, and the related statements of activities, cash flows, and functional expenses for the year then ended, the related notes to the financial statements, and have issued our report thereon dated November 9, 2020.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Academy's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Academy's internal control. Accordingly, we do not express an opinion on the effectiveness of the Academy's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency or a combination of deficiencies in internal control such that there is a reasonable possibility that a material misstatement of the financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

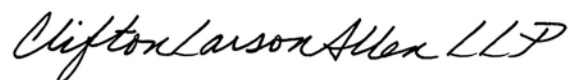
Board of Directors
East Bay Innovation Academy

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Academy's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



CliftonLarsonAllen LLP

Glendora, California
November 9, 2020



CliftonLarsonAllen LLP
 CLAAconnect.com

INDEPENDENT AUDITORS' REPORT ON STATE COMPLIANCE

Board of Directors
 East Bay Innovation Academy
 Oakland, California

We have audited East Bay Innovation Academy's (the Academy) compliance with the types of compliance requirements described in the *2019-2020 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, published by the Education Audit Appeals Panel for the year ended June 30, 2020. The Academy's state compliance requirements are identified in the table below.

Management's Responsibility

Management is responsible for the compliance with the state laws and regulations as identified below.

Auditors' Responsibility

Our responsibility is to express an opinion on the Academy's compliance based on our audit of the types of compliance requirements referred to below. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America, and the *2019-2020 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, published by the Education Audit Appeals Panel. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the specific areas listed below has occurred. An audit includes examining, on a test basis, evidence about the Academy's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion on state compliance. Our audit does not provide a legal determination of the Academy's compliance.

Compliance Requirements Tested

In connection with the audit referred to above, we selected and tested transactions and records to determine the Academy's compliance with the laws and regulations applicable to the following items:

<u>Description</u>	<u>Procedures Performed</u>
School Districts, County Offices of Education, and Charter Schools:	
California Clean Energy Jobs Act	Not Applicable
Before/After School Education and Safety Program	Not Applicable
Proper Expenditure of Education Protection Account Funds	Yes

Board of Directors
 East Bay Innovation Academy

<u>Description</u>	<u>Procedures Performed</u>
Unduplicated Local Control Funding Formula Pupil Counts	Yes
Local Control and Accountability Plan	Yes
Independent Study-Course Based	Not Applicable
Charter Schools:	
Attendance	Yes
Mode of Instruction	Yes
Nonclassroom-based instructional/independent study	No ¹
Determination of funding for nonclassroom-based instruction	Not Applicable
Annual instructional minutes – classroom based	Yes
Charter School Facility Grant Program	Yes


¹ Nonclassroom ADA was under the threshold that requires testing.

Opinion on State Compliance

In our opinion, the Academy complied with the laws and regulations of the state programs referred to above in all material respects for the year ended June 30, 2020.

Purpose of this Report

The purpose of this report on state compliance is solely to describe the results of testing based on the requirements of the *2019-2020 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, published by the Education Audit Appeals Panel. Accordingly, this report is not suitable for any other purpose.



CliftonLarsonAllen LLP

Glendora, California
 November 9, 2020

**EAST BAY INNOVATION ACADEMY
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED JUNE 30, 2020**

All audit findings must be identified as one or more of the following categories:

<u>Five Digit Code</u>	<u>Finding Types</u>
10000	Attendance
20000	Inventory of Equipment
30000	Internal Control
40000	State Compliance
42000	Charter School Facilities Program
43000	Apprenticeship: Related and Supplemental Instruction
50000	Federal Compliance
60000	Miscellaneous
61000	Classroom Teacher Salaries
62000	Local Control Accountability Plan
70000	Instructional Materials
71000	Teacher Misassignments
72000	School Accountability Report Card

Our audit did not disclose any matters required to be reported in accordance with *Government Auditing Standards* or the *2019-2020 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, published by the Education Audit Appeals Panel.

**EAST BAY INNOVATION ACADEMY
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
YEAR ENDED JUNE 30, 2020**

There were no findings and questioned costs related to the basic financial statements or state awards for the prior year.

*NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES*

Master Contract

2020-2021

Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA EAST BAY INNOVATION ACADEMY

Contract Year 2020-2021

Nonpublic School: **La Cheim School, Inc.**
 Nonpublic Agency

Type of Contract:

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

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

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

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

Table of Contents

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

28. STATEWIDE ACHIEVEMENT TESTING 15

29. MANDATED ATTENDANCE AT LEA MEETINGS 16

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS 16

31. STUDENT DISCIPLINE 17

32. IEP TEAM MEETINGS 18

33. SURROGATE PARENTS AND FOSTER YOUTH..... 18

34. DUE PROCESS PROCEEDINGS..... 19

35. COMPLAINT PROCEDURES..... 19

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS 19

37. TRANSCRIPTS 20

38. STUDENT CHANGE OF RESIDENCE 20

39. WITHDRAWAL OF STUDENT FROM PROGRAM 20

40. PARENT ACCESS 21

41. LICENSED CHILDREN’S INSTITUTION (“LCI”) CONTRACTORS AND RESIDENTIAL
TREATMENT CENTER (“RTC”) CONTRACTORS..... 21

42. STATE MEAL MANDATE 22

43. MONITORING..... 22

PERSONNEL 23

44. CLEARANCE REQUIREMENTS 23

45. STAFF QUALIFICATIONS 23

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS 24

47. STAFF ABSENCE 25

48. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL
RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME..... 25

HEALTH AND SAFETY MANDATES 25

49. HEALTH AND SAFETY 25

50. FACILITIES AND FACILITIES MODIFICATIONS 26

51. ADMINISTRATION OF MEDICATION 26

52. INCIDENT/ACCIDENT REPORTING..... 26

53. CHILD ABUSE REPORTING..... 26

54. SEXUAL HARASSMENT 27

55. REPORTING OF MISSING CHILDREN 27

FINANCIAL 27

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES 27

57. RIGHT TO WITHHOLD PAYMENT 28

58. PAYMENT FROM OUTSIDE AGENCIES..... 29

59. PAYMENT FOR ABSENCES..... 29

60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY 30

61. INSPECTION AND AUDIT 31

62. RATE SCHEDULE 32

63. DEBARMENT CERTIFICATION..... 32

EXHIBIT A: 2020-2021 RATES..... 34

EXHIBIT B: 2020-2021 ISA..... 36

2020-2021

CONTRACT NUMBER:

LOCAL EDUCATION AGENCY: East Bay Innovation Academy

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: La Cheim School, Inc.

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or "Agreement") is entered into on July 1, 2020, between East Bay Innovation Academy hereinafter referred to as the local educational agency ("LEA"), a member of the EI Dorado SELPA and La Cheim School, Inc. (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.*, AB490 (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 Hearings (hereinafter referred to as "OAH") order, a lawfully executed agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the student's parent.

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification and licensure 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 Agreement 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 and 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 and all staff persons providing services to pupils shall be certified and/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 in writing 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 Master 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, 2020 to June 30, 2021 (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, 2020. In the event the contract is not renegotiated by June 30th, an interim contract may be entered into 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 current 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 ("ISA")

This Agreement 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(g).
- d. The term “qualified” means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including 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 (r)).

- 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(I).

- f. "Parent" means:
- i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
 - ii. a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child,
 - iii. 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,
 - iv. a surrogate parent,
 - v. 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.

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 - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

- 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. **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 Insurance** for all owned, 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.

- 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 performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance must 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.

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** including both bodily injury and property damage, with limits as follows:

\$3,000,000 per occurrence
\$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 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, intentional act 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 the 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 determined to be a partner, joint venture, 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 determination, 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, but not limited to, 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 must 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 Government Code Section 1090 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, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as “ITP”) of each student served by CONTRACTOR. CONTRACTOR shall provide to each student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the student’s IEP and as specified in the ISA. If CONTRACTOR

is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for students, as specified in the student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the nonpublic school. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a student's parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student's receipt of special education and/or related services as specified in the student's IEP and ISA unless the LEA, 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 and five 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 180 days, plus 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 data related to all sections of this contract, including student discipline as noted below, and requested by and in the format required by the LEA. It is understood that all nonpublic school and agencies shall utilize the LEA approved electronic IEP system for all IEP development, service tracking documentation, and progress reporting, unless otherwise agreed to by the LEA. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

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 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 49005, *et seq.*, 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 in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the schoolday, and annually to all staff who have any contact or interaction with pupils during the schoolday. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request.

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.

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. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

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.

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. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756*. 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. Participation further includes the willingness to make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. 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. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

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) quarterly.

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 from the date CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA, in writing, 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 following 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").

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, in writing, to the LEA.

41. 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 as 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. A copy of the current IEP shall be provided to the LEA.

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.).

42. STATE MEAL MANDATE

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

43. MONITORING

When CONTRACTOR is a nonpublic school, the LEA (or SELPA) shall conduct at least one onsite monitoring visit during each school year to the NPS at which the LEA has a pupil attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to, a review of services provided to the pupil through the ISA between the LEA and the NPS, a review of progress the pupil is making toward the goals set forth in the pupil's individualized education program, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA (or SELPA) shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

The LEA (or SELPA) shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each student's instructional program. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR, and review each student's records and progress. Such access shall include unannounced monitoring visits. 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, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

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

44. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") 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). Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

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.

45. 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.*).

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall 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.

47. 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.

48. 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 school or 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 upon request. It is understood that the public school credentialed classroom teacher is responsible for the instructional program.

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.

HEALTH AND SAFETY MANDATES**49. 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.

50. 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.

51. 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.

52. 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.

53. 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.

54. 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.

55. 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**56. 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.

57. RIGHT TO WITHHOLD PAYMENT

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

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

determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

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

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

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

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

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

58. 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.

59. 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.

60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs under Education Code Section 41422:

- a. If CONTRACTOR remains open during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.
- b. NPS School Closure- If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the

signed ISA, as though the student were continuing in their regular attendance, until alternative placement can be found.

- c. LEA and NPS School Closure- On days the LEA is funded, CONTRACTOR shall receive payment consistent with the signed ISA, until alternative placement can be found. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to school closure.

When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

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 09th day of November, 2020 and terminates at 5:00 P.M. on June 30, 2021, unless sooner terminated as provided herein.

CONTRACTOR

LEA

La Cheim School, Inc.

East Bay Innovation Academy

Nonpublic School/Agency

LEA Name

By: _____
Signature Date
Michael Thomas, CEO

By: _____
Signature Date

Name and Title of Authorized Representative

Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to:

Name and Title Karen Jackson, M.Ed., School Director	Name and Title
Nonpublic School/Agency/Related Service Provider La Cheim School, El Sobrante Campus	LEA
Address 4892 San Pablo Dam Road	Address
City State Zip El Sobrante CA 94803	City State Zip
Phone Fax 510. 243. 2360 510. 243. 5293	Phone Fax
Email karen@lacheim.org	Email

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

Name and Title

Address

City State Zip

Phone Fax

Email

EXHIBIT A: 2020-2021 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: La Cheim School, Inc.

The CONTRACTOR CDS NUMBER: 07-61796-7012172

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: 1:12

Maximum Contract Amount: _____

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: 204.45

- 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>210.00</u>	<u>HOUR</u>
<u>Counseling and Guidance (515)</u>	<u>70.00</u>	<u>HOUR</u>
<u>Parent Counseling (520)</u>	<u>210.00</u>	<u>HOUR</u>
<u>Social Work Services (525)</u>	_____	_____
<u>Psychological Services (530)</u>	<u>210.00</u>	<u>HOUR</u>
<u>Behavior Intervention Services (535)</u>	_____	_____

<u>Specialized Services for Low Incidence Disabilities (610)</u>		
<u>Specialized Deaf and Hard of Hearing (710)</u>		
<u>Interpreter Services (715)</u>		
<u>Audiological Services (720)</u>		
<u>Specialized Vision Services (725)</u>		
<u>Orientation and Mobility (730)</u>		
<u>Specialized Orthopedic Services (740)</u>		
<u>Reader Services (745)</u>		
<u>Transcription Services (755)</u>		
<u>Recreation Services, Including Therapeutic (760)</u>		
<u>College Awareness (820)</u>		
<u>Work Experience Education (850)</u>		
<u>Job Coaching (855)</u>		
<u>Mentoring (860)</u>		
<u>Travel Training (870)</u>		
<u>Other Transition Services (890)</u>		
<u>Other (900) DAY TREATMENT</u>	<u>387.00</u>	<u>HOUR</u>
<u>Other (900) TRANSPORTATION. RT</u>	<u>35.00</u>	<u>DAY</u>

Cover Sheet

East Bay Innovation Academy Academic Updates

Section: III. Academic Excellence
Item: A. East Bay Innovation Academy Academic Updates
Purpose: Discuss
Submitted by:
Related Material: EBIA Nov 2020 Academic Update.pdf

Academic Update

Nov 2020



Agenda

- Trimester 1 Update
- Intersession review

Trimester 1 outcomes, Upper School

Grade	Tri 1-2, SY 19-20	Tri 3, SY 19-20*	Tri 1, SY 20-21
A	51%	48%	52%
B	22%	15%	19%
C	18%	14%	14%
F/P*	8%	23%	14%
Other	1%		1%

Percent of total course sections with indicated grade in trimester 1 at Upper School (excluding support and advisory courses)

Trimester 1 Outcomes, Lower School

Grade	Tri 1-2, SY 19-20	Tri 3, SY 19-20*	Tri 1, SY 20-21
A	52%	59%	47%
B	21%	15%	20%
C	14%	9%	18%
F/P*	8%	17%	15%
Other	5%		

Percent of total course sections with indicated grade in trimester 1 at Lower School (excluding electives, support and advisory courses)

Grade Reflections - T1 SY2020-21

US total enrollment students (266)	Tri 1 core and elective classes	
US Students with 1+F	82	30.83%
US Students with 2+ F	61	22.93%
US Students with 4+ F	29	10.90%
total US student-sections w/F	266	14.99%
total US student-sections	1774	
LS total enrollment Students (360)	Tri 1 core classes only	
LS Students with 1+ F	107	29.72%
LS Students with 2+ F	57	15.83%
LS Students with 4+ F	16	4.44%
total LS student-sections w/F	212	14.67%
total LS student-sections	1445	

- Some variations across cohorts at both campuses
- Correlation between absence and multiple Fs (esp above 10%)
- Credit recovery and extended time will change outcomes (20+ students started process already)

Tri 1 outcomes by race, Upper School

Race	A	B	C	F	I	MF	MP	Grand Total
American Indian or Alaska Native	5%		30%	65%				100%
Asian	75%	13%	7%	5%				100%
Black or African American	45%	19%	17%	18%		2%		100%
Hispanic	43%	19%	17%	19%	1%	0%	0%	100%
Native Hawaiian or Other Pacific Islander	42%	32%	5%		21%			100%
Two or More Races	60%	21%	10%	9%				100%
White	64%	18%	11%	7%			0%	100%
Grand Total	52%	19%	14%	14%	1%	0%	0%	100%

Tri 1 outcomes by race, Lower School

<i>Race</i>	A	B	C	F	I	Grand Total
American Indian or Alaska Native	75%	25%				100%
Asian	68%	18%	13%			100%
Black or African American	40%	23%	21%	16%		100%
Hispanic	43%	18%	20%	19%		100%
Native Hawaiian or Other Pacific Islander	20%	10%	20%	50%		100%
Two or More Races	55%	20%	17%	8%		100%
White	59%	22%	12%	7%		100%
Grand Total	47%	20%	18%	15%	0%	100%

Tri 1 outcomes by socio-economic status

<i>Lower School (# of students)</i>	A	B	C	F	I	Grand Total
Non-FRL	49%	21%	18%	12%		100%
Free Lunch (56)	38%	17%	17%	29%		100%
Reduced Lunch (27)	42%	23%	18%	18%		100%
Grand Total	47%	20%	18%	15%	0%	100%

<i>Upper School (# of students)</i>	A	B	C	F	I	MF	MP	Grand Total
Non-FRL	58%	19%	12%	9%		1%	0%	100%
Free Lunch (82)	45%	17%	16%	21%	1%	0%	0%	100%
Reduced Lunch (20)	35%	22%	20%	21%	1%			100%
Grand Total	52%	19%	14%	14%	1%	0%	0%	100%

Tri 1 Outcomes by IEP status

<i>Lower School (# of students)</i>	A	B	C	F	I	Grand Total
Non-IEP	48%	20%	17%	14%		100%
IEP (est 40)*	30%	20%	26%	24%		100%
Grand Total	47%	20%	18%	15%	0%	100%

<i>Upper School (# of students)</i>	A	B	C	F	I	MF	MP	Grand Total
Non-IEP	54%	18%	12%	14%	1%	0%	0%	100%
IEP (est 60)*	39%	23%	25%	12%		1%	0%	100%
Grand Total	52%	19%	14%	14%	1%	0%	0%	100%

Tri 1 Outcomes by EL status

<i>Lower School (# of students)</i>	A	B	C	F	I	Grand Total
English Learner (15)	30%	7%	23%	40%		100%
English Only (316)	46%	21%	19%	14%		100%
Initially Fluent English Proficient (I-FEP) (4)	81%	6%	6%	6%		100%
Redesignated Fluent English Proficient (23)	65%	18%	8%	8%		100%
Grand Total	47%	20%	18%	15%	0%	100%

<i>Upper School (# of students)</i>	A	B	C	F	I	MF	MP	Grand Total
English Learner (19)	35%	21%	15%	26%	2%	2%	1%	100%
English Only (186)	55%	18%	14%	12%	0%	0%	0%	100%
Initially Fluent English Proficient (I-FEP) (10)	42%	19%	10%	29%				100%
Redesignated Fluent English Proficient (35)	51%	20%	14%	13%	2%			100%
Grand Total	52%	19%	14%	14%	1%	0%	0%	100%

E-Explorations: Intersession Fall 2020

- Attendance
 - Upper: 60-70% (College Essay Guy, CCR), 50% (SAT prep)
 - Lower: 80% or higher for STEAM, 50-60% for other pathways
 - Impacted by Public Safety Power Shutoffs
- Instructor Quality
 - Upper: 83% rated 3 or higher
 - Lower: 88% rated 3 or higher
- Feedback
 - Students value break from normal classes
 - CCR sessions were helpful
 - More options requested

Cover Sheet

Discuss and approve temporary change in trimester reporting for grades 6-8

Section: III. Academic Excellence
Item: B. Discuss and approve temporary change in trimester reporting for grades 6-8
Purpose: Vote
Submitted by:
Related Material:
SY 2020-21 COVID-19 Temporary Grade Reporting Policy for Grades 6-8.pdf



SY 2020-21 COVID-19

Temporary Grade Reporting Policy for Grades 6-8

Overview

The collective goal of educators during the COVID-19 pandemic is to provide a stable and supportive environment for students as they adjust to forces outside of their control, including distance learning. While spring of 2020 saw an abrupt change in the way our students received instruction and [feedback](#) as California and much of the U.S. sheltered-in-place, the 2020-21 school year holds a tremendous range of responses by the education community to return all students to learning and assessment. At EBIA, we want to recognize the achievement of all students under the current situation while we keep in mind the inequitable impact of distance learning on students' academic progress and mental health.

As such, EBIA adopts the following principles in our approach to the 2020-21 school year for all students:

- Do our best to educate students according to the state standards and charter in distance or in-person learning
- Return to EBIA's grading policy while allowing for flexibility to recover credit
- Keep equity in mind (especially when it comes to students with specialized learning needs and IEPs)
- Provide opportunities to demonstrate understanding in multiple ways

Instructional Model

EBIA employed a synchronous distance learning model that included the following components:

- Technology and meals available to loan to any family who needed them
- 3 "Zoom" classes per week for every course
- Whole group instruction and small group discussions tailored to subject and teacher
- 2 "Advisory" classes per week
- 1:1 check in's with student advisors for every student each week
- Office hours held in Zoom every week
- Work completed both in Zoom classes and independently
- Assignments delivered, accepted, and graded through our unified online Learning Management System (ECHO, which students and staff have used continuously for the past 2 years).
- Curriculum adjustments focused on core content and tasks appropriate for completion in a distance learning environment.
- Educational supports for students with IEPs or English Learners were replicated as closely as possible in a distance learning environment.

Temporary Grade Reporting Policy for grades 6-8 (SY 20-21)

- Recognizing the need to recognize the additional challenges that pre-teens face with executive functioning in distance learning as they transition from elementary to secondary levels, as well as the inherent difficulty of delivering elective course instruction via Zoom, EBIA is reporting core subject grades only on transcripts being shared with external organizations for the school year 2020-21.
- Grades for elective courses, independent learning time, and advisory will be shared with families via an addendum to the report card.

Cover Sheet

East Bay Innovation Academy Year To Date Financial Update

Section: IV. Finance and Development
Item: A. East Bay Innovation Academy Year To Date Financial Update
Purpose: Discuss
Submitted by:
Related Material: EBIA 20-21 OCT Financials 2020.11 CF.pdf
EBIA 20-21 OCT Financials 2020.11 YTD.pdf

East Bay Innovation Academy
 Monthly Cash Forecast
 As of Oct close

	2020/21												Forecast	AP/AR
	Actual & Projected													
	Jul Actual	Aug Actual	Sep Actual	Oct Actual	Nov Projected	Dec Projected	Jan Projected	Feb Projected	Mar Projected	Apr Projected	May Projected	Jun Projected		
Beginning Cash	1,110,305	1,267,607	1,144,344	1,336,079	1,290,714	1,524,792	1,410,983	1,377,831	1,452,286	1,259,868	896,346	546,629		
Revenue														
LCFF Entitlement	-	279,910	369,502	491,706	462,025	462,027	491,706	462,027	372,248	167,026	167,026	167,026	5,440,390	1,548,161
Federal Income	-	-	274,727	-	130,634	6,416	12,013	57,041	45,166	12,013	6,416	25,791	696,440	126,223
Other State Income	16,164	19,827	78,354	32,178	138,804	32,284	32,284	99,269	15,247	51,572	39,000	17,610	772,565	199,974
Local Revenues	0	2,290	120	42	39,129	0	22,566	42,539	3,135	4,006	34,980	3,135	162,336	10,395
Fundraising and Grants	4,237	21,525	2,399	20,970	4,861	7,866	7,866	12,866	7,866	7,866	7,866	7,866	144,056	30,000
Total Revenue	20,401	323,552	725,102	544,895	775,454	508,593	566,436	673,742	443,662	242,483	255,288	221,428	7,215,787	1,914,752
Expenses														
Compensation & Benefits	172,527	418,192	420,510	472,805	494,440	452,156	461,071	453,270	443,487	438,702	438,702	325,386	4,977,164	(14,085)
Books & Supplies	536	28,813	31,300	52,726	31,953	31,332	31,332	31,332	31,332	31,332	31,332	31,332	364,653	-
Services & Other Operating Expenses	55,420	107,606	162,594	102,523	214,749	172,999	134,339	141,839	188,416	127,812	127,782	171,829	1,783,267	75,359
Capital Outlay	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenses	228,483	554,611	614,404	628,054	741,143	656,487	626,742	626,442	663,235	597,846	597,816	528,546	7,125,084	61,274
Operating Cash Inflow (Outflow)	(208,082)	(231,059)	110,698	(83,159)	34,311	(147,895)	(60,307)	47,300	(219,574)	(355,363)	(342,528)	(307,118)	90,703	1,853,478
Revenues - Prior Year Accruals	463,920	233,880	226	24,155	172,612	6,930	-	-	-	-	-	-	-	-
Expenses - Prior Year Accruals	(8,192)	(31,679)	(4,732)	(669)	-	-	-	-	-	-	-	-	-	-
Accounts Receivable - Current Year	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Accounts Payable - Current Year	(97,200)	(112,521)	68,119	(4,612)	-	-	-	-	-	-	-	-	-	-
Summerholdback for Teachers	(115,784)	18,117	17,423	18,921	27,155	27,155	27,155	27,155	27,155	27,155	27,155	27,155	-	-
Loans Payable (Current)	-	-	-	-	-	-	-	-	-	(35,314)	(34,345)	(33,389)	-	-
Loans Payable (Long Term)	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Capital Leases Payable	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Long Term Debt	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Capital Expenditure & Depreciation	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Balance Sheet Changes	122,639	-	-	-	-	-	-	-	-	-	-	-	-	-
Ending Cash	1,267,607	1,144,344	1,336,079	1,290,714	1,524,792	1,410,983	1,377,831	1,452,286	1,259,868	896,346	546,629	233,277		

East Bay Innovation Academy

Budget vs. Actuals
As of Oct close

	Actual			Budget vs. Actual			Budget					
	Aug	Sep	Oct	Actual YTD	Budget YTD	Variance (YTD less Budget)	Re-approved Budget	Previous Month's Forecast	Current Forecast	Variance (Previous vs. Current Forecast)	Forecast Remaining	% of Forecast Spent
SUMMARY												
Revenue												
LCFF Entitlement	279,910	369,502	491,706	1,141,118	1,141,117	1	5,418,258	5,418,258	5,440,390	22,132	4,299,272	21%
Federal Revenue	-	274,727	-	274,727	91,240	183,487	721,089	721,089	696,440	(24,649)	421,713	39%
Other State Revenues	19,827	78,354	32,178	146,523	103,662	42,861	774,619	774,619	772,565	(2,054)	626,042	19%
Local Revenues	2,290	120	42	2,451	7,915	(5,464)	162,336	162,336	162,336	-	159,885	2%
Fundraising and Grants	21,525	2,399	20,970	49,131	33,811	15,319	144,056	144,056	144,056	-	94,925	34%
Total Revenue	323,552	725,102	544,895	1,613,950	1,377,746	236,204	7,220,358	7,220,358	7,215,787	(4,571)	5,601,837	22%
Expenses												
Compensation and Benefits	418,192	420,510	472,805	1,484,034	1,564,157	80,123	4,953,494	4,953,494	4,977,164	(23,670)	3,493,130	30%
Books and Supplies	28,813	31,300	52,726	113,375	236,526	123,151	383,774	383,774	364,653	19,121	251,278	31%
Services and Other Operating Expenditures	107,606	162,594	102,523	428,143	543,666	115,523	1,859,095	1,859,095	1,783,267	75,827	1,355,125	24%
Depreciation	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenses	554,611	614,404	628,054	2,025,552	2,344,349	318,797	7,196,362	7,196,362	7,125,084	71,278	5,099,533	28%
Operating Income	(231,059)	110,698	(83,159)	(411,602)	(966,603)	555,001	23,996	23,996	90,703	66,707	502,305	
Fund Balance												
Beginning Balance (Unaudited)	480,144	249,085	359,783	688,226	688,226	-	688,226	688,226	688,226	-	-	-
Audit Adjustment	-	-	-	-	-	-	-	-	-	-	-	-
Beginning Balance (Audited)	-	-	-	688,226	688,226	-	688,226	688,226	688,226	-	-	-
Operating Income	(231,059)	110,698	(83,159)	(411,602)	(966,603)	555,001	23,996	23,996	90,703	66,707	502,305	
Ending Fund Balance	249,085	359,783	276,624	276,624	(278,377)	555,001	712,222	712,222	778,929			
Capital Outlay	-	-	-	-	-	-	-	-	-			

East Bay Innovation Academy

Budget vs. Actuals
As of Oct close

Detail	Actual			Budget vs. Actual			Budget					
	Aug	Sep	Oct	Actual YTD	Budget YTD	Variance (YTD less Budget)	Re-approved Budget	Previous Month's Forecast	Current Forecast	Variance (Previous vs. Current Forecast)	Forecast Remaining	% of Forecast Spent
Enrollment Breakdown	M1	M2	M3									
6		111	111	110			112	112	112	-		
7		128	128	128			128	128	128	-		
8		124	123	123			123	123	123	-		
9		63	60	62			60	60	60	-		
10		77	77	77			76	76	76	-		
11		63	64	64			64	64	64	-		
12		64	64	64			64	64	64	-		
Enrollment Summary												
4-6		111	111	110			112	112	112	-		
7-8		252	251	251			251	251	251	-		
9-12		267	265	267			264	264	264	-		
Total Enrolled		630	627	628			627	627	627	-		
ADA %												
4-6		97.6%	97.1%	97.3%			95%	95%	95%			
7-8		96.6%	96.6%	97.3%			95%	95%	95%			
9-12		95.2%	96.1%	94.3%			92%	92%	92%			
Average		96.2%	96.5%	96.0%			94%	94%	94%			
ADA												
4-6		110.1	107.7	107.5			106.4	106.4	106.4			
7-8		243.9	243.6	244.3			238.5	238.5	238.5			
9-12		252.1	254.6	250.6			242.9	242.9	242.9			
Total ADA		606.1	606.0	602.4			587.7	587.7	587.7			
Demographic Information												
Prior Year												
ADA (P-2)							594	594	593.58			
CALPADS Enrollment (for unduplicated % calc)							620	620	620			
# Unduplicated Count (CALPADS)							207	207	207			
# Free & Reduced Lunch (FRL) (CALPADS)							177	177	177			
# ELL (CALPADS)							39	39	39			
Current Year							-	-	-			
CALPADS Enrollment (for unduplicated % calc)							627	627	627			
# Unduplicated Count (CALPADS)							209	209	209			
# Free & Reduced Lunch (FRL) (CALPADS)							179	179	179			
# ELL (CALPADS)							39	39	39			
New Students							7	7	7			

East Bay Innovation Academy

Budget vs. Actuals
As of Oct close

	Actual			Budget vs. Actual			Budget					
	Aug	Sep	Oct	Actual YTD	Budget YTD	Variance (YTD less Budget)	Re-approved Budget	Previous Month's Forecast	Current Forecast	Variance (Previous vs. Current Forecast)	Forecast Remaining	% of Forecast Spent
REVENUE												
LCFF Entitlement												
8011 Charter Schools LCFF - State Aid	190,317	190,317	342,570	723,204	723,203	1	3,806,332	3,806,332	3,829,634	23,302	3,106,430	19%
8012 Education Protection Account Entitlement	-	-	29,679	29,679	29,679	-	118,716	118,716	117,546	(1,170)	87,867	25%
8019 State Aid - Prior Years	-	-	-	-	-	-	-	-	-	-	-	-
8096 Charter Schools in Lieu of Property Taxes	89,593	179,185	119,457	388,235	388,235	0	1,493,210	1,493,210	1,493,210	(0)	1,104,975	26%
SUBTOTAL - LCFF Entitlement	279,910	369,502	491,706	1,141,118	1,141,117	1	5,418,258	5,418,258	5,440,390	22,132	4,299,272	21%
8100 Federal Revenue												
8181 Special Education - Entitlement	-	-	-	-	-	-	77,500	77,500	77,500	-	77,500	0%
8182 Special Education Reimbursement	-	-	-	-	-	-	202,500	202,500	202,500	-	202,500	0%
8220 Child Nutrition Programs	-	-	-	-	7,584	(7,584)	37,921	37,921	13,272	(24,649)	13,272	0%
8291 Title I	-	-	-	-	9,514	(9,514)	38,055	38,055	38,055	-	38,055	0%
8292 Title II	-	-	-	-	3,098	(3,098)	12,390	12,390	12,390	-	12,390	0%
8294 Title IV	-	-	-	-	2,500	(2,500)	10,000	10,000	10,000	-	10,000	0%
8299 All Other Federal Revenue	-	274,727	-	274,727	68,545	206,182	342,723	342,723	342,723	-	67,996	80%
SUBTOTAL - Federal Income	-	274,727	-	274,727	91,240	183,487	721,089	721,089	696,440	(24,649)	421,713	39%
8300 Other State Revenues												
8319 Other State Apportionments - Prior Years	-	-	-	237	47	190	237	237	237	-	-	100%
8381 Special Education - Entitlement (State)	19,827	32,178	32,178	100,110	86,029	14,081	357,273	357,273	357,273	-	257,163	28%
8382 Special Education Reimbursement (State)	-	-	-	-	-	-	82,080	82,080	82,080	-	82,080	0%
8520 Child Nutrition - State	-	-	-	-	316	(316)	3,160	3,160	1,106	(2,054)	1,106	0%
8545 School Facilities Apportionments	-	-	-	-	-	-	178,500	178,500	178,500	-	178,500	0%
8550 Mandated Cost Reimbursements	-	-	-	-	17,270	(17,270)	17,270	17,270	17,270	-	17,270	0%
8560 State Lottery Revenue	-	-	-	-	-	-	89,923	89,923	89,923	-	89,923	0%
8590 All Other State Revenue	-	46,176	-	46,176	-	46,176	46,176	46,176	46,176	-	-	100%
SUBTOTAL - Other State Income	19,827	78,354	32,178	146,523	103,662	42,861	774,619	774,619	772,565	(2,054)	626,042	19%
8600 Other Local Revenue												
8634 Food Service Sales	-	-	-	-	-	-	-	-	-	-	-	-
8660 Interest	0	0	0	0	0	(0)	1	1	1	-	1.11	15%
8690 Other Local Revenue	2,290	120	42	2,451	-	2,451	18,810	18,810	18,810	-	16,358.95	13%
8699 All Other Local Revenue	-	-	-	-	-	-	-	-	-	-	-	-
8701 Oakland Measure N	-	-	-	-	-	-	103,950	103,950	103,950	-	103,950	0%
8703 Oakland Measure G1	-	-	-	-	7,915	(7,915)	39,575	39,575	39,575	-	39,575	0%
8999 Uncategorized Revenue	-	-	(0)	(0)	-	(0)	-	-	-	-	0	-
SUBTOTAL - Local Revenues	2,290	120	42	2,451	7,915	(5,464)	162,336	162,336	162,336	-	159,885	2%
8800 Donations/Fundraising												
8801 Donations - Parents	4,452	2,124	20,656	31,119	18,810	12,309	94,050	94,050	94,050	-	62,931	33%
8802 Donations - Private	17,067	275	313	18,006	15,000	3,006	50,000	50,000	50,000	-	31,994	36%
8803 Fundraising	6	-	-	6	1	5	6	6	6	-	-	100%
SUBTOTAL - Fundraising and Grants	21,525	2,399	20,970	49,131	33,811	15,319	144,056	144,056	144,056	-	94,925	34%
TOTAL REVENUE	323,552	725,102	544,895	1,613,950	1,377,746	236,204	7,220,358	7,220,358	7,215,787	(4,571)	5,601,837	22%

East Bay Innovation Academy

Budget vs. Actuals
As of Oct close

	Actual			Budget vs. Actual			Budget					
	Aug	Sep	Oct	Actual YTD	Budget YTD	Variance (YTD less Budget)	Re-approved Budget	Previous Month's Forecast	Current Forecast	Variance (Previous vs. Current Forecast)	Forecast Remaining	% of Forecast Spent
EXPENSES												
Compensation & Benefits												
1000	Certificated Salaries			-	-	-						
1100	Teachers Salaries	188,320	179,920	199,026	568,266	582,963	14,697	1,995,119	1,995,119	2,047,919	(52,800)	1,479,653 28%
1103	Teacher - Substitute Pay	3,396	5,380	6,711	15,486	15,459	(28)	53,355	53,355	20,000	33,355	4,514 77%
1148	Teacher - Special Ed	25,555	24,355	25,910	76,319	74,962	(1,357)	259,367	259,367	259,367	-	183,048 29%
1160	Teacher - Custom 2	15,430	14,830	15,396	45,657	49,088	3,432	158,298	158,298	158,298	-	112,641 29%
1170	Teacher - Custom 3	-	5,296	8,789	14,085	19,320	5,236	57,960	57,960	57,960	-	43,876 24%
1300	Certificated Supervisor & Administrator Salaries	27,660	26,760	27,635	98,581	107,275	8,694	320,025	320,025	320,025	-	221,444 31%
1311	Cert Admin - DESEL, Curr. Instr.	44,307	43,162	46,258	179,965	170,048	(9,917)	522,599	522,599	522,599	-	342,634 34%
SUBTOTAL - Certificated Employees		304,668	299,702	329,725	998,358	1,019,115	20,756	3,366,723	3,366,723	3,386,168	(19,445)	2,387,809 29%
2000 Classified Salaries												
2104	Classified - SPED	10,118	12,243	15,151	42,148	58,459	16,311	191,305	191,305	191,305	-	149,157 22%
2300	Classified Supervisor & Administrator Salaries	8,633	8,333	9,333	34,633	34,633	(0)	103,300	103,300	103,300	-	68,667 34%
2400	Classified Clerical & Office Salaries	10,523	9,485	9,554	37,413	48,247	10,834	145,540	145,540	145,540	-	108,127 26%
2402	Classified Clerical & Office Salaries - Community Engage	7,133	6,833	8,200	29,000	29,861	861	88,983	88,983	88,983	-	59,983 33%
2905	Other Classified - After School	-	-	-	-	-	-	-	-	-	-	-
2928	Other Classified - Food	-	-	-	-	-	-	-	-	-	-	-
SUBTOTAL - Classified Employees		36,408	36,895	42,239	143,195	171,200	28,006	529,128	529,128	529,128	-	385,933 27%
3000 Employee Benefits												
3100	STRS	46,231	46,180	50,916	151,075	164,587	13,512	543,726	543,726	546,866	(3,140)	395,791 28%
3300	OASDI-Medicare-Alternative	8,074	7,833	8,716	28,446	27,264	(1,182)	89,688	89,688	89,977	(289)	61,531 32%
3400	Health & Welfare Benefits	16,543	24,915	36,352	133,453	147,589	14,137	354,215	354,215	354,215	-	220,762 38%
3500	Unemployment Insurance	1,705	422	294	2,548	10,842	8,295	21,685	21,685	22,287	(602)	19,739 11%
3600	Workers Comp Insurance	4,108	4,108	4,108	24,786	20,697	(4,089)	38,959	38,959	39,153	(194)	14,367 63%
3900	Other Employee Benefits	455	455	455	2,174	2,863	689	9,371	9,371	9,371	-	7,197 23%
SUBTOTAL - Employee Benefits		77,116	83,913	100,842	342,481	373,842	31,361	1,057,643	1,057,643	1,061,868	(4,226)	719,387 32%

East Bay Innovation Academy

Budget vs. Actuals

As of Oct close

	Actual			Budget vs. Actual			Budget					
	Aug	Sep	Oct	Actual YTD	Budget YTD	Variance (YTD less Budget)	Re-approved Budget	Previous Month's Forecast	Current Forecast	Variance (Previous vs. Current Forecast)	Forecast Remaining	% of Forecast Spent
4000 Books & Supplies												
4100 Approved Textbooks & Core Curricula Materials	-	-	-	-	11,342	11,342	13,794	13,794	13,794	-	13,794.00	0%
4200 Books & Other Reference Materials	-	350	1,463	1,812	2,136	324	3,204	3,204	3,204	-	1,392.14	57%
4300 Materials & Supplies	-	328	75	403	22,990	22,587	34,485	34,485	34,485	-	34,081.98	1%
4320 Educational Software	23,632	5,326	13,500	42,458	54,620	12,162	66,430	66,430	66,430	-	23,972	64%
4330 Office Supplies	665	7,970	1,817	10,988	9,405	(1,583)	28,215	28,215	28,215	-	17,227	39%
4352 Quest (After School)	-	40	80	120	1,000	880	3,000	3,000	3,000	-	2,880	4%
4400 Noncapitalized Equipment	-	-	1,311	1,311	3,468	2,157	10,404	10,404	10,404	-	9,093	13%
4410 Classroom Furniture, Equipment & Supplies	734	1,647	-	2,380	28,778	26,397	35,000	35,000	35,000	-	32,620	7%
4420 Computers (individual items less than \$5k)	-	13,936	18,373	32,309	50,400	18,091	60,000	60,000	60,000	-	27,691	54%
4423 Staff Computers	882	(692)	12,602	12,792	29,400	16,608	35,000	35,000	35,000	-	22,207.56	37%
4430 Non Classroom Related Furniture, Equipment & Suppli	-	-	684	684	10,000	9,316	30,000	30,000	50,000	(20,000)	49,315.82	1%
4710 Student Food Services	2,900	2,396	1,620	6,916	12,640	5,724	63,202	63,202	22,121	41,081	15,204.65	31%
4720 Other Food	-	-	1,201	1,201	347	(854)	1,040	1,040	3,000	(1,960)	1,799	40%
SUBTOTAL - Books and Supplies	28,813	31,300	52,726	113,375	236,526	123,151	383,774	383,774	364,653	19,121	251,278	31%

East Bay Innovation Academy

Budget vs. Actuals
As of Oct close

	Actual			Budget vs. Actual			Budget					
	Aug	Sep	Oct	Actual YTD	Budget YTD	Variance (YTD less Budget)	Re-approved Budget	Previous Month's Forecast	Current Forecast	Variance (Previous vs. Current Forecast)	Forecast Remaining	% of Forecast Spent
5000 Services & Other Operating Expenses												
5210 Conference Fees	-	-	-	-	-	-	-	-	-	-	-	-
5220 Travel and Lodging	-	-	-	-	1,000	1,000	5,000	5,000	5,000	-	5,000	0%
5300 Dues & Memberships	1,510	604	733	5,841	3,102	(2,739)	15,511	15,511	15,511	-	9,670	38%
5450 Insurance - Other	5,123	5,123	5,123	30,601	41,637	11,036	78,375	78,375	78,375	-	47,774	39%
5515 Janitorial, Gardening Services & Supplies	16,552	10,564	10,016	37,133	31,200	(5,933)	156,000	156,000	156,000	-	118,867	24%
5535 Utilities - All Utilities	4,513	8,008	3,471	16,873	32,000	15,127	96,000	96,000	96,000	-	79,127	18%
5610 Rent	37,000	18,500	18,500	100,745	79,333	(21,412)	238,000	238,000	238,000	-	137,255	42%
5611 Prop 39 Related Costs	-	33,874	-	33,874	32,826	(1,047)	131,306	131,306	131,306	-	97,432	26%
5615 Repairs and Maintenance - Building	-	-	-	-	2,081	2,081	10,404	10,404	10,404	-	10,404	0%
5616 Repairs and Maintenance - Computers	-	-	-	-	-	-	10,000	10,000	-	10,000	-	-
5803 Accounting Fees	-	-	6,930	6,930	-	(6,930)	15,000	15,000	15,000	-	8,070	46%
5806 Assemblies	-	-	-	-	1,500	1,500	7,500	7,500	7,500	-	7,500	0%
5809 Banking Fees	8,000	44	117	8,178	11,667	3,488	35,000	35,000	35,000	-	26,822	23%
5810 Intersession	-	-	5,276	5,276	8,750	3,474	35,000	35,000	50,000	(15,000)	44,724	11%
5812 Business Services	8,468	8,661	9,707	26,835	22,889	(3,946)	68,666	68,666	68,666	-	41,832	39%
5815 Consultants - Instructional	-	21,000	-	21,000	23,333	2,333	35,000	35,000	35,000	-	14,000	60%
5820 Consultants - Non Instructional - Custom 1	-	5,359	-	5,359	5,000	(359)	25,000	25,000	25,000	-	19,641	21%
5824 District Oversight Fees	-	-	-	-	13,546	13,546	54,183	54,183	54,404	(221)	54,404	0%
5836 Fingerprinting	121	91	145	357	2,864	2,507	3,483	3,483	3,483	-	3,126	10%
5839 Fundraising Expenses	20	20	332	704	3,000	2,296	15,000	15,000	15,000	-	14,296	5%
5843 Interest - Loans Less than 1 Year	-	-	-	-	-	-	5,752	5,752	2,370	3,382	2,370	0%
5845 Legal Fees	1,416	4,682	5,777	11,876	12,000	124	60,000	60,000	48,000	12,000	36,124	25%
5851 Marketing and Student Recruiting	3,850	-	-	3,850	2,000	(1,850)	10,000	10,000	10,000	-	6,150	39%
5857 Payroll Fees	485	401	393	1,587	1,698	111	5,094	5,094	5,094	-	3,507	31%
5860 Printing and Reproduction	-	-	-	-	100	100	500	500	500	-	500	0%
5863 Professional Development	225	1,077	500	1,802	8,000	6,198	24,000	24,000	24,000	-	22,198	8%
5866 SPED MH Day/NPS Services	6,134	20,795	6,273	33,202	141,667	108,465	425,000	425,000	359,333	65,667	326,131	9%
5869 Special Education Contract Instructors	1,064	4,879	8,027	13,969	25,000	11,031	125,000	125,000	125,000	-	111,031	11%
5872 Special Education Encroachment	-	-	-	-	-	-	13,455	13,455	13,455	-	13,455	0%
5875 Staff Recruiting	-	95	95	190	1,559	1,368	7,793	7,793	7,793	-	7,602	2%
5878 Student Assessment	-	-	269	8,069	6,000	(2,069)	30,000	30,000	30,000	-	21,931	27%
5880 Student Health Services	-	-	-	-	90	90	449	449	449	-	449	0%
5881 Student Information System	-	6,125	16,850	22,975	7,500	(15,475)	30,000	30,000	30,000	-	7,025	77%
5887 Technology Services	12,440	7,920	450	21,205	10,000	(11,205)	50,000	50,000	50,000	-	28,795	42%
5900 Communications	686	4,773	2,173	8,309	12,000	3,691	36,000	36,000	36,000	-	27,691	23%
5915 Postage and Delivery	-	-	1,367	1,404	325	(1,080)	1,624	1,624	1,624	-	220	86%
SUBTOTAL - Services & Other Operating Exp.	107,606	162,594	102,523	428,143	543,666	115,523	1,859,095	1,859,095	1,783,267	75,827	1,355,125	24%

East Bay Innovation Academy

Budget vs. Actuals
As of Oct close

	Actual			Budget vs. Actual			Budget					
	Aug	Sep	Oct	Actual YTD	Budget YTD	Variance (YTD less Budget)	Re-approved Budget	Previous Month's Forecast	Current Forecast	Variance (Previous vs. Current Forecast)	Forecast Remaining	% of Forecast Spent
6000 Capital Outlay												
6100 Sites & Improvement of Sites	-	-	-	-	-	-	-	-	-	-	-	-
6200 Buildings & Improvement of Buildings	-	-	-	-	-	-	-	-	-	-	-	-
6300 School Libraries	-	-	-	-	-	-	-	-	-	-	-	-
6400 Equipment	-	-	-	-	-	-	-	-	-	-	-	-
6410 Computers (capitalizable items)	-	-	-	-	-	-	-	-	-	-	-	-
6420 Furniture (capitalizable items)	-	-	-	-	-	-	-	-	-	-	-	-
6430 Other Equipment (capitalizable items)	-	-	-	-	-	-	-	-	-	-	-	-
6500 Equipment Replacement	-	-	-	-	-	-	-	-	-	-	-	-
SUBTOTAL - Capital Outlay	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENSES	554,611	614,404	628,054	2,025,552	2,344,349	318,797	7,196,362	7,196,362	7,125,084	71,278	5,099,533	28%
6900 Total Depreciation (includes Prior Years)	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENSES including Depreciation	554,611	614,404	628,054	2,025,552	2,344,349	318,797	7,196,362	7,196,362	7,125,084	71,278	5,099,533	28%

Cover Sheet

Review East Bay Innovation Academy First Interim report

Section: IV. Finance and Development
Item: B. Review East Bay Innovation Academy First Interim report
Purpose: Vote
Submitted by:
Related Material: EBIA FINAL First Interim 20-21 board meeting.pdf

**CHARTER SCHOOL
INTERIM FINANCIAL REPORT - ALTERNATIVE FORM
First Interim Report Certification**

Charter School Name: East Bay Innovation Academy
(continued)
CDS #: 01-61259-0129932
Charter Approving Entity: Oakland Unified School District
County: Alameda
Charter #: 1620
Fiscal Year: 2020/21

CERTIFICATION OF FINANCIAL CONDITION

- POSITIVE CERTIFICATION
As the Charter School Official, I certify that based upon current projections this charter will meet its financial obligations for the current fiscal year and subsequent two fiscal years.
- QUALIFIED CERTIFICATION
As the Charter School Official, I certify that based upon current projections this charter may not meet its financial obligations for the current fiscal year or two subsequent fiscal years.
- NEGATIVE CERTIFICATION
As the Charter School Official, I certify that based upon current projections this charter will be unable to meet its financial obligations for the remainder of the current fiscal year or for the subsequent fiscal year.

To the entity that approved the charter school:
() 2020/21 CHARTER SCHOOL FIRST INTERIM FINANCIAL REPORT -- ALTERNATIVE FORM: This report has been approved, and is hereby filed by the charter school pursuant to *Education Code* Section 47604.33.

Signed: _____ Date: _____
Charter School Official
(Original signature required)

Print Name: Michelle Cho Title: Executive Director

To the County Superintendent of Schools:
() 2020/21 CHARTER SCHOOL FIRST INTERIM FINANCIAL REPORT -- ALTERNATIVE FORM: This report is hereby filed with the County Superintendent pursuant to *Education Code* Section 47604.33.

Signed: _____ Date: _____
Authorized Representative of
Charter Approving Entity
(Original signature required)

Print Name: Minh Co Title: Accounting Manager

For additional information on the First Interim Report, please contact:

<u>For Approving Entity:</u>	<u>For Charter School:</u>
<u>Minh Co</u> Name	<u>Michelle Cho</u> Name
<u>Accounting Manager</u> Title	<u>Executive Director</u> Title
<u>(510) 879-0132</u> Phone	<u>510-577-9557</u> Phone
<u>minh.co@ousd.org</u> E-mail	<u>michelle.cho@eastbayia.org</u> E-mail

This report has been verified for mathematical accuracy by the County Superintendent of Schools, pursuant to *Education Code* Section 47604.33.

ACOE District Advisor

Date

CHARTER SCHOOL
 INTERIM FINANCIAL REPORT - ALTERNATIVE FORM
 First Interim Report - Detail

Charter School Name: East Bay Innovation Academy
 (continued)
 CDS #: 01-61259-0129932
 Charter Approving Entity: Oakland Unified School District
 County: Alameda
 Charter #: 1620
 Fiscal Year: 2020/21

This charter school uses the following basis of accounting:

- Accrual Basis** (Applicable Capital Assets / Interest on Long-Term Debt / Long-Term Liabilities objects are 6900, 7438, 9400-9499, and 9660-9669)
 Modified Accrual Basis (Applicable Capital Outlay / Debt Service/Fund Balance objects are 6100-6170, 6200-6500, 7438, 7439 and 9711-9789)

Description	Object Code	Adopted Budget - July 1			Actuals thru 10/31			1st Interim Budget		
		Unrestricted	Restricted	Total	Unrestricted	Restricted	Total	Unrestricted	Restricted	Total
6. Capital Outlay (Objects 6100-6170, 6200-6500 for modified accrual basis only)										
Land and Land Improvements	6100-6170			-			-			-
Buildings and Improvements of Buildings	6200			-			-			-
Books and Media for New School Libraries or Major Expansion of School Libraries	6300			-			-			-
Equipment	6400			-			-			-
Equipment Replacement	6500			-			-			-
Depreciation Expense (for accrual basis only)	6900			-			-			-
Total, Capital Outlay		-	-	-	-	-	-	-	-	-
7. Other Outgo										
Tuition to Other Schools	7110-7143	-		-			-			-
Transfers of Pass-through Revenues to Other LEAs	7211-7213	-		-			-			-
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE	-		-			-			-
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO	-		-			-			-
All Other Transfers	7281-7299	-		-			-			-
Transfers of Indirect Costs	7300-7399	-		-			-			-
Debt Service:										
Interest	7438			-			-			-
Principal (for modified accrual basis only)	7439			-			-			-
Total, Other Outgo		-	-	-	-	-	-	-	-	-
8. TOTAL EXPENDITURES		5,401,801.34	1,408,132.13	6,809,933.48	1,423,312.55	602,239.20	2,025,551.75	5,174,731.54	1,953,734.90	7,128,466.43
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPEND. BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)										
		205,747.34	(186,617.99)	19,129.35	(230,375.80)	(181,226.20)	(411,602.00)	575,530.28	(488,209.62)	87,320.66
D. OTHER FINANCING SOURCES / USES										
1. Other Sources	8930-8979			-			-			-
2. Less: Other Uses	7630-7699			-			-			-
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999	(186,617.99)	186,617.99	-	(181,226.20)	181,226.20	-	(484,638.19)	484,638.19	-
4. TOTAL OTHER FINANCING SOURCES / USES		(186,617.99)	186,617.99	-	(181,226.20)	181,226.20	-	(484,638.19)	484,638.19	-
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)		19,129.35	(0.00)	19,129.35	(411,602.00)	-	(411,602.00)	90,892.09	(3,571.43)	87,320.66
F. FUND BALANCE, RESERVES										
1. Beginning Fund Balance										
a. As of July 1	9791	611,305.97		611,305.97	684,654.19	3,571.43	688,225.62	684,654.19	3,571.43	688,225.62
b. Adjustments to Beginning Balance	9793, 9795			-			-			-
c. Adjusted Beginning Balance		611,305.97		611,305.97	684,654.19	3,571.43	688,225.62	684,654.19	3,571.43	688,225.62
2. Ending Fund Balance, June 30 (E + F.1.c.)		630,435.32	(0.00)	630,435.32	273,052.19	3,571.43	276,623.62	775,546.28	0.00	775,546.28
Components of Ending Fund Balance :										
a. Nonspendable										
Revolving Cash (equals object 9130)	9711			-			-			-
Stores (equals object 9320)	9712			-			-			-
Prepaid Expenditures (equals object 9330)	9713			-			-			-
All Others	9719			-			-			-
b. Restricted	9740			-			-			-
c. Committed										
Stabilization Arrangements	9750			-			-			-
Other Commitments	9760			-			-			-
d. Assigned										
Other Assignments	9780			-			-			-
e. Unassigned/Unappropriated										
Reserve for Economic Uncertainties	9789	204,298.00		204,298.00			-	213,853.99		213,853.99
Unassigned/Unappropriated Amount	9790	426,137.32	(0.00)	426,137.32	273,052.19	3,571.43	276,623.62	561,692.29	0.00	561,692.29

CHARTER SCHOOL
INTERIM FINANCIAL REPORT - ALTERNATIVE FORM
First Interim Report - Summary

Charter School Name: East Bay Innovation Academy
 (continued) _____
 CDS #: 01-61259-0129932 _____
 Charter Approving Entity: Oakland Unified School District _____
 County: Alameda _____
 Charter #: 1620 _____
 Fiscal Year: 2020/21 _____

Description	Object Code	7/1 Adopted Budget (X)	Actuals thru 10/31 (Y)	1st Interim Budget (Z)	1st Interim vs. Adopted Budget Increase, (Decrease)	
					\$ Difference (Z) vs. (X)	% Change (Z) vs. (X)
A. REVENUES						
1. LCFF/Revenue Limit Sources						
State Aid - Current Year	8011	3,506,520.22	723,204.00	3,829,633.99	323,113.77	9.21%
Education Protection Account State Aid - Current Year	8012	121,190.00	29,679.00	117,546.00	(3,644.00)	-3.01%
State Aid - Prior Years	8019	-	-	-	-	
Transfers to Charter Schools Funding in Lieu of Property Taxes	8096	1,520,352.79	388,235.00	1,493,209.85	(27,142.94)	-1.79%
Other LCFF Transfers	8091, 8097	-	-	-	-	
Total, LCFF Sources		5,148,063.01	1,141,118.00	5,440,389.84	292,326.83	5.68%
2. Federal Revenues						
Every Student Succeeds Act (Title I-V)	8290	50,445.00	-	60,445.00	10,000.00	19.82%
Special Education - Federal	8181, 8182	361,500.00	-	280,000.00	(81,500.00)	-22.54%
Child Nutrition - Federal	8220	39,130.56	-	13,272.34	(25,858.22)	-66.08%
Donated Food Commodities	8221	-	-	-	-	
Other Federal Revenues	8110, 8260-8299	-	274,727.00	342,723.00	342,723.00	New
Total, Federal Revenues		451,075.56	274,727.00	696,440.34	245,364.78	54.40%
3. Other State Revenues						
Special Education - State	StateRevSE	472,414.95	100,110.00	439,352.92	(33,062.03)	-7.00%
All Other State Revenues	StateRevAO	291,741.71	46,412.99	333,211.71	41,470.00	14.21%
Total, Other State Revenues		764,156.66	146,522.99	772,564.62	8,407.97	1.10%
4. Other Local Revenues						
All Other Local Revenues	LocalRevAO	465,767.60	51,581.76	306,392.30	(159,375.30)	-34.22%
Total, Local Revenues		465,767.60	51,581.76	306,392.30	(159,375.30)	-34.22%
5. TOTAL REVENUES		6,829,062.83	1,613,949.75	7,215,787.10	386,724.27	5.66%
B. EXPENDITURES						
1. Certificated Salaries						
Certificated Teachers' Salaries	1100	2,517,878.11	719,812.01	2,543,543.70	25,665.59	1.02%
Certificated Pupil Support Salaries	1200	-	-	-	-	
Certificated Supervisors' and Administrators' Salaries	1300	749,416.68	278,546.27	842,623.92	93,207.24	12.44%
Other Certificated Salaries	1900	-	-	-	-	
Total, Certificated Salaries		3,267,294.79	998,358.28	3,386,167.62	118,872.83	3.64%
2. Non-certificated Salaries						
Non-certificated Instructional Aides' Salaries	2100	100,800.00	42,148.39	191,305.08	90,505.08	89.79%
Non-certificated Support Salaries	2200	-	-	-	-	
Non-certificated Supervisors' and Administrators' Sal.	2300	100,000.00	34,633.36	103,300.00	3,300.00	3.30%
Clerical and Office Salaries	2400	170,980.00	66,412.90	234,523.00	63,543.00	37.16%
Other Non-certificated Salaries	2900	66,703.17	-	-	(66,703.17)	(100%)
Total, Non-certificated Salaries		438,483.17	143,194.65	529,128.08	90,644.91	20.67%
3. Employee Benefits						
STRS	3101-3102	527,668.11	151,074.88	546,866.07	19,197.96	3.64%
PERS	3201-3202	-	-	-	-	
OASDI / Medicare / Alternative	3301-3302	81,290.74	28,445.90	89,976.73	8,685.99	10.69%
Health and Welfare Benefits	3401-3402	347,269.13	133,452.83	354,214.51	6,945.38	2.00%
Unemployment Insurance	3501-3502	22,575.00	2,547.68	22,286.90	(288.10)	-1.28%
Workers' Compensation Insurance	3601-3602	37,057.78	24,786.00	39,152.96	2,095.18	5.65%
OPEB, Allocated	3701-3702	-	-	-	-	
OPEB, Active Employees	3751-3752	-	-	-	-	
Other Employee Benefits	3901-3902	9,223.00	2,174.06	9,371.32	148.32	1.61%
Total, Employee Benefits		1,025,083.75	342,481.35	1,061,868.48	36,784.73	3.59%

CHARTER SCHOOL
INTERIM FINANCIAL REPORT - ALTERNATIVE FORM
First Interim Report - Summary

Charter School Name: East Bay Innovation Academy
 (continued) _____
 CDS #: 01-61259-0129932
 Charter Approving Entity: Oakland Unified School District
 County: Alameda
 Charter #: 1620
 Fiscal Year: 2020/21

Description	Object Code	7/1 Adopted Budget (X)	Actuals thru 10/31 (Y)	1st Interim Budget (Z)	1st Interim vs. Adopted Budget Increase, (Decrease)	
					\$ Difference (Z) vs. (X)	% Change (Z) vs. (X)
4. Books and Supplies						
Approved Textbooks and Core Curricula Materials	4100	14,234.00	-	13,794.00	(440.00)	-3.09%
Books and Other Reference Materials	4200	3,204.28	1,812.14	3,204.28	0.00	0.00%
Materials and Supplies	4300	107,539.16	53,968.93	132,130.00	24,590.84	22.87%
Noncapitalized Equipment	4400	100,404.00	49,476.65	190,404.00	90,000.00	89.64%
Food	4700	66,258.00	8,117.04	25,120.56	(41,137.44)	-62.09%
Total, Books and Supplies		291,639.44	113,374.76	364,652.84	73,013.40	25.04%
5. Services and Other Operating Expenditures						
Subagreements for Services	5100	-	-	-	-	
Travel and Conferences	5200	5,000.00	-	5,000.00	-	0.00%
Dues and Memberships	5300	12,510.81	5,841.01	15,510.81	3,000.00	23.98%
Insurance	5400	113,225.00	30,601.00	78,375.00	(34,850.00)	-30.78%
Operations and Housekeeping Services	5500	252,000.00	54,005.66	252,000.00	-	0.00%
Rentals, Leases, Repairs, and Noncap. Improvements	5600	393,898.32	134,618.58	379,709.93	(14,188.39)	-3.60%
Transfers of Direct Costs	5700-5799	-	-	-	-	
Professional/Consulting Services and Operating Expend.	5800	973,174.12	193,363.34	1,018,429.60	45,255.48	4.65%
Communications	5900	37,624.06	9,713.12	37,624.06	-	0.00%
Total, Services and Other Operating Expenditures		1,787,432.32	428,142.71	1,786,649.41	(782.91)	-0.04%
6. Capital Outlay (Objects 6100-6170, 6200-6500 modified accrual basis only)						
Land and Land Improvements	6100-6170	-	-	-	-	
Buildings and Improvements of Buildings	6200	-	-	-	-	
Books and Media for New School Libraries or Major Expansion of School Libraries	6300	-	-	-	-	
Equipment	6400	-	-	-	-	
Equipment Replacement	6500	-	-	-	-	
<i>Depreciation Expense (for accrual basis only)</i>	6900	-	-	-	-	
Total, Capital Outlay		-	-	-	-	
7. Other Outgo						
Tuition to Other Schools	7110-7143	-	-	-	-	
Transfers of Pass-through Revenues to Other LEAs	7211-7213	-	-	-	-	
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE	-	-	-	-	
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO	-	-	-	-	
All Other Transfers	7281-7299	-	-	-	-	
Transfers of Indirect Costs	7300-7399	-	-	-	-	
Debt Service:						
Interest	7438	-	-	-	-	
Principal (for modified accrual basis only)	7439	-	-	-	-	
Total, Other Outgo		-	-	-	-	
8. TOTAL EXPENDITURES		6,809,933.48	2,025,551.75	7,128,466.43	318,532.96	4.68%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPEND. BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)		19,129.35	(411,602.00)	87,320.66	68,191.31	356.47%

CHARTER SCHOOL
INTERIM FINANCIAL REPORT - ALTERNATIVE FORM
First Interim Report - Summary

Charter School Name: East Bay Innovation Academy
 (continued) _____
 CDS #: 01-61259-0129932
 Charter Approving Entity: Oakland Unified School District
 County: Alameda
 Charter #: 1620
 Fiscal Year: 2020/21

Description	Object Code	7/1 Adopted Budget (X)	Actuals thru 10/31 (Y)	1st Interim Budget (Z)	1st Interim vs. Adopted Budget Increase, (Decrease)	
					\$ Difference (Z) vs. (X)	% Change (Z) vs. (X)
D. OTHER FINANCING SOURCES / USES						
1. Other Sources	8930-8979	-	-	-	-	
2. Less: Other Uses	7630-7699	-	-	-	-	
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999	-	-	-	-	
4. TOTAL OTHER FINANCING SOURCES / USES		-	-	-	-	
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)		19,129.35	(411,602.00)	87,320.66	68,191.31	356.47%
F. FUND BALANCE, RESERVES						
1. Beginning Fund Balance						
a. As of July 1	9791	611,305.97	688,225.62	688,225.62	76,919.65	12.58%
b. Adjustments/Restatements	9793, 9795	-	-	-	-	
c. Adjusted Beginning Fund Balance		611,305.97	688,225.62	688,225.62		
2. Ending Fund Balance, June 30 (E + F.1.c.)		630,435.32	276,623.62	775,546.28		
Components of Ending Fund Balance :						
a. Nonspendable						
Revolving Cash (equals object 9130)	9711	-	-	-	-	
Stores (equals object 9320)	9712	-	-	-	-	
Prepaid Expenditures (equals object 9330)	9713	-	-	-	-	
All Others	9719	-	-	-	-	
b. Restricted	9740	-	-	-	-	
c. Committed						
Stabilization Arrangements	9750	-	-	-	-	
Other Commitments	9760	-	-	-	-	
d. Assigned						
Other Assignments	9780	-	-	-	-	
e. Unassigned/Unappropriated						
Reserve for Economic Uncertainties	9789	204,298.00	-	213,853.99	9,555.99	4.68%
Unassigned/Unappropriated Amount	9790	426,137.32	276,623.62	561,692.29	135,554.97	31.81%

**CHARTER SCHOOL
MULTI-YEAR PROJECTION - ALTERNATIVE FORM
First Interim Report - MYP**

Charter School Name: East Bay Innovation Academy

(continued) _____

CDS #: 01-61259-0129932

Charter Approving Entity: Oakland Unified School District

County: Alameda

Charter #: 1620

Fiscal Year: 2020/21

This charter school uses the following basis of accounting:

Accrual Basis (Applicable Capital Assets / Interest on Long-Term Debt / Long-Term Liabilities objects are 6900, 7438, 9400-9499, and 9660-9669)

Modified Accrual Basis (Applicable Capital Outlay / Debt Service / Fund Balance objects are 6100-6170, 6200-6500, 7438, 7439 and 9711-9789)

Description	Object Code	FY 2020/21			Totals for 2021/22	Totals for 2022/23
		Unrestricted	Restricted	Total		
A. REVENUES						
1. LCFF Sources						
State Aid - Current Year	8011	3,829,633.99	0.00	3,829,633.99	4,187,795.60	4,327,281.67
Education Protection Account State Aid - Current Year	8012	117,546.00	0.00	117,546.00	126,882.00	130,602.00
State Aid - Prior Years	8019	0.00	0.00	0.00		
Transfers of Charter Schools in Lieu of Property Taxes	8096	1,493,209.85	0.00	1,493,209.85	1,595,921.80	1,642,711.96
Other LCFF Transfers	8091, 8097	0.00	0.00	0.00		
Total, LCFF Sources		5,440,389.84	0.00	5,440,389.84	5,910,599.39	6,100,595.62
2. Federal Revenues						
Every Student Succeeds Act (Title I - V)	8290	0.00	60,445.00	60,445.00	68,533.00	72,784.00
Special Education - Federal	8181, 8182	0.00	280,000.00	280,000.00	78,375.00	83,875.00
Child Nutrition - Federal	8220	0.00	13,272.34	13,272.34	30,436.56	31,343.76
Donated Food Commodities	8221	0.00	0.00	0.00		
Other Federal Revenues	8110, 8260-8299	0.00	342,723.00	342,723.00		
Total, Federal Revenues		0.00	696,440.34	696,440.34	177,344.56	188,002.76
3. Other State Revenues						
Special Education - State	StateRevSE	0.00	439,352.92	439,352.92	421,752.88	441,046.77
All Other State Revenues	StateRevAO	107,429.68	225,782.03	333,211.71	414,723.87	355,732.95
Total, Other State Revenues		107,429.68	665,134.94	772,564.62	836,476.75	796,779.72
4. Other Local Revenues						
All Other Local Revenues	LocalRevAO	202,442.30	103,950.00	306,392.30	402,925.21	530,342.43
Total, Local Revenues		202,442.30	103,950.00	306,392.30	402,925.21	530,342.43
5. TOTAL REVENUES						
		5,750,261.82	1,465,525.28	7,215,787.10	7,327,345.91	7,615,720.54
B. EXPENDITURES						
1. Certificated Salaries						
Certificated Teachers' Salaries	1100	2,025,849.29	517,694.42	2,543,543.70	2,640,444.01	2,593,149.23
Certificated Pupil Support Salaries	1200	0.00	0.00	0.00		
Certificated Supervisors' and Administrators' Salaries	1300	764,868.92	77,755.00	842,623.92	944,395.72	972,727.59
Other Certificated Salaries	1900	0.00	0.00	0.00		
Total, Certificated Salaries		2,790,718.21	595,449.42	3,386,167.62	3,584,839.73	3,565,876.82
2. Non-certificated Salaries						
Non-certificated Instructional Aides' Salaries	2100	0.00	191,305.08	191,305.08	238,400.00	245,552.00
Non-certificated Support Salaries	2200	0.00	0.00	0.00		
Non-certificated Supervisors' and Administrators' Sal.	2300	102,267.00	1,033.00	103,300.00	176,090.00	181,372.70
Clerical and Office Salaries	2400	213,815.00	20,708.00	234,523.00	254,111.69	261,735.04
Other Non-certificated Salaries	2900	0.00	0.00	0.00		
Total, Non-certificated Salaries		316,082.00	213,046.08	529,128.08	668,601.69	688,659.74

**CHARTER SCHOOL
MULTI-YEAR PROJECTION - ALTERNATIVE FORM
First Interim Report - MYP**

Charter School Name: East Bay Innovation Academy

(continued) _____

CDS #: 01-61259-0129932

Charter Approving Entity: Oakland Unified School District

County: Alameda

Charter #: 1620

Fiscal Year: 2020/21

Description	Object Code	FY 2020/21			Totals for 2021/22	Totals for 2022/23
		Unrestricted	Restricted	Total		
3. Employee Benefits						
STRS	3101-3102	435,052.59	111,813.48	546,866.07	576,934.62	653,089.01
PERS	3201-3202	0.00	0.00	0.00		
OASDI / Medicare / Alternative	3301-3302	71,579.88	18,396.85	89,976.73	102,518.21	105,808.44
Health and Welfare Benefits	3401-3402	281,791.01	72,423.50	354,214.51	367,549.64	396,953.61
Unemployment Insurance	3501-3502	17,730.07	4,556.83	22,286.90	24,682.00	23,478.00
Workers' Compensation Insurance	3601-3602	31,147.65	8,005.30	39,152.96	42,534.41	42,545.37
OPEB, Allocated	3701-3702	0.00	0.00	0.00		
OPEB, Active Employees	3751-3752	0.00	0.00	0.00		
Other Employee Benefits	3901-3902	7,455.24	1,916.08	9,371.32	12,811.67	13,196.02
Total, Employee Benefits		844,756.44	217,112.04	1,061,868.48	1,127,030.56	1,235,070.46
4. Books and Supplies						
Approved Textbooks and Core Curricula Materials	4100	13,794.00	0.00	13,794.00	15,057.24	15,816.16
Books and Other Reference Materials	4200	3,204.28	0.00	3,204.28	3,268.36	3,279.96
Materials and Supplies	4300	67,130.00	65,000.00	132,130.00	123,396.90	129,616.40
Noncapitalized Equipment	4400	50,000.00	140,404.00	190,404.00	113,076.08	108,456.32
Food	4700	10,742.20	14,378.36	25,120.56	90,021.60	92,674.80
Total, Books and Supplies		144,870.48	219,782.36	364,652.84	344,820.18	349,843.64
5. Services and Other Operating Expenditures						
Subagreements for Services	5100	0.00	0.00	0.00		
Travel and Conferences	5200	5,000.00	0.00	5,000.00	5,100.00	5,202.00
Dues and Memberships	5300	15,510.81	0.00	15,510.81	12,761.03	13,016.25
Insurance	5400	78,375.00	0.00	78,375.00	44,320.30	46,554.14
Operations and Housekeeping Services	5500	222,000.00	30,000.00	252,000.00	217,920.00	242,400.00
Rentals, Leases, Repairs, and Noncap. Improvements	5600	201,209.93	178,500.00	379,709.93	449,522.08	481,036.52
Transfers of Direct Costs	5700-5799	0.00	0.00	0.00		
Professional/Consulting Services and Operating Expend.	5800	523,584.60	494,845.00	1,018,429.60	820,728.28	893,738.89
Communications	5900	32,624.06	5,000.00	37,624.06	38,376.55	39,144.08
Total, Services and Other Operating Expenditures		1,078,304.41	708,345.00	1,786,649.41	1,588,728.23	1,721,091.88
6. Capital Outlay (Obj. 6100-6170, 6200-6500 for mod. accr. basis only)						
Land and Land Improvements	6100-6170	0.00	0.00	0.00		
Buildings and Improvements of Buildings	6200	0.00	0.00	0.00		
Books and Media for New School Libraries or Major Expansion of School Libraries	6300	0.00	0.00	0.00		
Equipment	6400	0.00	0.00	0.00		
Equipment Replacement	6500	0.00	0.00	0.00		
<i>Depreciation Expense (for accrual basis only)</i>	6900	0.00	0.00	0.00		
Total, Capital Outlay		0.00	0.00	0.00	0.00	0.00
7. Other Outgo						
Tuition to Other Schools	7110-7143	0.00	0.00	0.00		
Transfers of Pass-through Revenues to Other LEAs	7211-7213	0.00	0.00	0.00		
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE	0.00	0.00	0.00		
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO	0.00	0.00	0.00		
All Other Transfers	7280-7299	0.00	0.00	0.00		
Transfers of Indirect Costs	7300-7399	0.00	0.00	0.00		
Debt Service:						
Interest	7438	0.00	0.00	0.00		
Principal (for modified accrual basis only)	7439	0.00	0.00	0.00		
Total, Other Outgo		0.00	0.00	0.00	0.00	0.00
8. TOTAL EXPENDITURES		5,174,731.54	1,953,734.90	7,128,466.43	7,314,020.39	7,560,542.54
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPEND.						

**CHARTER SCHOOL
MULTI-YEAR PROJECTION - ALTERNATIVE FORM
First Interim Report - MYP**

Charter School Name: East Bay Innovation Academy

(continued) _____

CDS #: 01-61259-0129932

Charter Approving Entity: Oakland Unified School District

County: Alameda

Charter #: 1620

Fiscal Year: 2020/21

BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)	575,530.28	(488,209.62)	87,320.66	13,325.53	55,178.00
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**CHARTER SCHOOL
MULTI-YEAR PROJECTION - ALTERNATIVE FORM
First Interim Report - MYP**

Charter School Name: East Bay Innovation Academy

(continued) _____

CDS #: 01-61259-0129932

Charter Approving Entity: Oakland Unified School District

County: Alameda

Charter #: 1620

Fiscal Year: 2020/21

Description	Object Code	FY 2020/21			Totals for 2021/22	Totals for 2022/23
		Unrestricted	Restricted	Total		
D. OTHER FINANCING SOURCES / USES						
1. Other Sources	8930-8979	0.00	0.00	0.00		
2. Less: Other Uses	7630-7699	0.00	0.00	0.00		
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999	(484,638.19)	484,638.19	0.00		
4. TOTAL OTHER FINANCING SOURCES / USES		(484,638.19)	484,638.19	0.00	0.00	0.00
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)		90,892.09	(3,571.43)	87,320.66	13,325.53	55,178.00
F. FUND BALANCE, RESERVES						
1. Beginning Fund Balance						
a. As of July 1	9791	684,654.19	3,571.43	688,225.62	775,546.28	788,871.81
b. Adjustments/Restatements	9793, 9795	0.00	0.00	0.00		
c. Adjusted Beginning Balance		684,654.19	3,571.43	688,225.62	775,546.28	788,871.81
2. Ending Fund Balance, June 30 (E + F.1.c.)		775,546.28	0.00	775,546.28	788,871.81	844,049.81
Components of Ending Fund Balance:						
a. Nonspendable						
Revolving Cash (equals object 9130)	9711	0.00	0.00	0.00		
Stores (equals object 9320)	9712	0.00	0.00	0.00		
Prepaid Expenditures (equals object 9330)	9713	0.00	0.00	0.00		
All Others	9719	0.00	0.00	0.00		
b. Restricted	9740		0.00	0.00		
c. Committed						
Stabilization Arrangements	9750	0.00	0.00	0.00		
Other Commitments	9760	0.00	0.00	0.00		
d. Assigned						
Other Assignments	9780	0.00	0.00	0.00		
e. Unassigned/Unappropriated						
Reserve for Economic Uncertainties	9789	213,853.99	0.00	213,853.99	219,420.61	226,816.28
Unassigned/Unappropriated Amount	9790	561,692.29	0.00	561,692.29	569,451.20	617,233.54

Cover Sheet

East Bay Innovation Academy Monthly Facility Update

Section: V. East Bay Innovation Facility Matters
Item: A. East Bay Innovation Academy Monthly Facility Update
Purpose: Vote
Submitted by:
Related Material: EBIA FUA_complete.pdf

**FACILITIES USE AGREEMENT BETWEEN
OAKLAND UNIFIED SCHOOL DISTRICT AND
EAST BAY INNOVATION ACADEMY**

at
3400 MALCOLM AVENUE, OAKLAND, CA 94605

THIS FACILITIES USE AGREEMENT (“Agreement”) is by and between the OAKLAND UNIFIED SCHOOL DISTRICT (“OUSD” or “District”), a California public school district and East Bay Innovation Academy (“Charter School”), a California non-profit public benefit corporation for use of classroom space for educational purposes for grade(s) 6-8. District and Charter School may be referred to herein individually as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, Charter School is a non-profit public benefit corporation that is operating a charter approved by the District under Education Code § 47600 *et seq.*;

WHEREAS, District and Charter School enter into this Agreement wherein District and Charter School mutually agree that Charter School will occupy classrooms and use facilities (the “Premises”), as particularly described in Exhibit A, located at 3400 Malcolm Avenue, Oakland, CA 94605 (the “School Site”) during the 2021-22, 2022-23, and 2023-24 school years; and

WHEREAS, the purpose of this Agreement is to satisfy any and all District obligations to provide facilities for Charter School, including (but not limited to) those under Proposition 39, Education Code § 47614, and implementing regulations, as may be amended from time to time (collectively, “Proposition 39”).

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the Parties agree as follows:

1. **Use of Premises.** District agrees to allow use of the Premises at the School Site(s) by Charter School for the sole purpose of operating Charter School’s educational program for grade(s) 6-8 in accordance with its approved Charter Petition as well as all applicable federal, state, and local laws and regulations relating to the Premises and to the operation of Charter School’s educational program, and all associated uses therewith. Charter School shall not use the Premises for any use other than that specified in this Agreement and its Charter Petition without the prior written consent of District.
 - 1.1. Charter School shall not commit, or suffer to be committed, any waste upon the Premises, or allow any sale by auction upon the Premises, or allow the Premises to be used for any unlawful purpose, or place any loads upon the floor, walls or ceiling which endanger the structure, or place any harmful liquids in the plumbing, sewer or storm water drainage system of the Premises. No waste materials or refuse shall be dumped upon or permitted to remain upon any part of the Premises except in trash containers designated for that purpose.

- 1.2. Any uses which involve the serving and/or sale of alcoholic beverages and the conducting of games of chance are prohibited on the Premises. Charter School shall comply with the District-wide policy prohibiting the use of tobacco products on the Premises at all times.
- 1.3. Charter School shall not use or permit the use of the Premises or any part thereof for any purpose not consistent with a public educational facility.
- 1.4. Charter School shall require all invitees and guests to use the Premises only in conformance with the permitted use and with applicable governmental laws, regulations, rules and ordinances. Charter School shall comply with District policies and District administrative regulations—as updated from time to time—regarding the operations and maintenance of the school facility and furnishings and equipment, except to the extent variation is approved by District. However, Charter School need not comply with policies in cases where actual school district practice substantially differs from official policies, in which case the Charter School shall comply with actual District practice. Charter School shall comply with District policies, and District administrative regulations—as updated from time to time—regarding Campus Security and Disruptions. Charter School shall comply with District’s policies and administrative regulations—as updated from time to time—regarding operations and maintenance of the Premises. Where the Premises are damaged by Charter School’s invitees and/or guests and the Charter School’s negligence in supervising its invitees and guests was a contributing factor, Charter School’s insurance shall be primary for this damage.
- 1.5. Charter School shall be liable for actual damages to District if Charter School does or permits anything to be done in or about the Premises or brings or keeps anything therein which in any way increases District’s existing insurance rate or affect any fire or other insurance upon the Premises, or cause a cancellation of any insurance policy covering the Premises or any part thereof or any of the contents of the Premises, or if Charter School sells or permits to be kept, used or sold in or about the Premises any articles which may be prohibited by a standard form policy of fire insurance.
- 1.6. Charter School agrees to comply with the provisions of the Civic Center Act (Education Code § 38131 *et seq.*) to make the Premises accessible to members of the community. The Parties understand that the Premises are to be used primarily for educational programs and activities and, as such, any use of the Premises by the Community shall not interfere with Charter School’s educational program or activities. Any request received by Charter School for use of the Premises pursuant to the Civic Center Act shall be promptly forwarded to District. District shall be responsible for coordinating access to the Premises under the Civic Center Act, and any fee paid for use of the Premises under the Civic Center Act shall be paid to District, unless Charter School under this Agreement bears the responsibility of paying for day-to-day or routine maintenance, in which case the fee shall be paid to Charter School.
- 1.7. Charter School shall respond in a timely manner to members of the community surrounding the Premises and work to resolve any concerns or complaints about Charter School's use of the Premises and impact on the surrounding community, including but not limited to trash removal, traffic, parking, littering, and noise.

- 1.8. In the event of an emergency, all District facilities, including the Premises and the School Site, shall be available for use by the American Red Cross and public agencies as emergency locations, which may disrupt or prevent Charter School from conducting its educational programs.

If the property on which Premises is located is also used by District, Charter School agrees it will participate in and observe all District safety policies and District administrative regulations, (e.g., emergency chain of information and participation in safety drills) as those may be updated from time to time. Upon completion of the OUSD shared site checklist, Charter School may re-open in-person learning prior to the District in a manner that is consistent with federal state, and local regulations, and provided that the Charter School obtain any necessary approvals from the County or State required to return to in-person instruction.

2. **Term.** The term of this Agreement shall be for **3 years**. The commencement date shall be July 1, 2021, ("Commencement Date"), and, unless sooner terminated under any provision hereof, this Agreement shall end on June 30, 2024 ("Term"). However, the Parties agree that Charter School shall take possession of the Premises on a date to be mutually agreed upon between the Parties. The Premises will be made available to Charter not later than August 1, 2020.

3. **Use Fee**

- 3.1. For and in consideration of the use of the Premises for the Term of this Agreement, Charter School agrees to pay District the following rates for the 27,428 square feet Charter School is allocated pursuant to this Agreement in-lieu of District's obligations under Proposition 39 ("Use Fee"): 2021-22 Proposition 39 per square foot rate during the 2021-22 school year; 1.05 times the 2022-23 Proposition 39 per square foot rate during the 2022-23 school year; and 1.10 times the 2023-24 Proposition 39 per square foot rate during the 2023-24 school year.

- 3.2. The Use Fee shall be paid quarterly during the school year, according to the following schedule: 25% by October 1; 25% by December 1; 25% by March 1; 25% by July 1.

3.3. Utilities

1. District shall furnish or cause to be furnished to the Premises necessary utilities. For purposes of the Agreement, utilities include electrical, natural gas, sewer, waste disposal/recycling and water services. The District's failure to furnish or cause to be furnished utilities when the failure is caused by (i) acts beyond the reasonable control of the District; (ii) strikes, lockouts, labor disturbances or labor disputes of any kind; (iii) any laws, rules, orders, ordinances, regulations, requirements or any other action by federal, state, county or municipal authority; or (iv) any other unavoidable delay, shall not cause the District to be in default of the Agreement and shall not result in any liability of the District. Charter School shall comply with all District energy conservation policies relating to use of the Premises.

Non Co-located Charter Schools: The Use Fee shall not include the utility charges for the Premises if District is not using the property on which the Premises is located. In such a situation, Charter School shall be responsible, at its sole cost and expense, for the cost of all services and utilities to the Premises, including, but not limited to, heating, ventilation and air-conditioning, gas, electricity, water, telephone, internet, pest management, trash collection, sewage disposal, security and fire alarm monitoring, janitorial, fire abatement, gardening/landscaping, and interior and exterior Premises security services. Charter School shall pay the cost of all utilities and other services directly to the applicable utility or service provider. The District remains responsible, as set forth in Section 14, for all major maintenance necessary to bring utilities to the Premises.

- 3.4. Charter School acknowledges that late payment by Charter School to District of the Use Fee and other sums due hereunder will cause District to incur costs not contemplated by this Agreement, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges. Accordingly, if District does not receive any installment of the Use Fee or any other sum due from Charter School by 4:00 p.m. within ten (10) days after such amount is due, Charter School shall pay to District, as an additional Use Fee, a late charge equal to five percent (5%) of such overdue amount or the maximum amount allowed by law, whichever is less. The Parties hereby agree that such late charges represent a fair and reasonable estimate of the costs District will incur by reason of late payment by Charter School. Acceptance of any late charge by District shall in no event constitute a waiver of Charter School's default with respect to the overdue amount, nor prevent District from exercising any of its other rights and remedies granted hereunder.
4. **Internet.** Notwithstanding Section 3.3, Charter School shall obtain its own internet service and telephone provider and shall assume sole responsibility for obtaining all hardware at its own expense, as well as upkeep and maintenance of all telephone systems, data lines, and related equipment, software and hardware. Charter School may use any pre-existing T-1 Line located in the Dedicated Space, if any. In the event Charter School uses a pre-existing T-1 Line, Charter School shall transfer billing of the line to Charter School upon approval from the District's Technology Services Department. Charter School shall be responsible for any and all improvements to the facilities made in order to allow upgrades to utilities, and shall obtain District's prior written consent and approval for any such improvements, pursuant to Section 15 (Title to and Removal of Charter School's Improvements/Premises; Equipment Requirements) of the Agreement.
5. **Furnishings and Equipment.** The furnishings and equipment to be provided by District for Charter School are those furnishings and equipment that exist at the Premises as of the effective date. Said furnishings and equipment fulfill any and all District obligations under Ed. Code § 47614(b) and Title 5, California Code of Regulations § 11969.2. Charter School is responsible for any furnishings and equipment over and above those provided by District as of the effective date. Charter School shall return all District-owned furniture, fixtures and equipment to District in like condition at the termination of this Agreement, excepting ordinary wear and tear. Charter School shall be responsible for costs to repair or replace any damaged furniture, fixtures, and equipment to like condition, excepting ordinary wear and tear.
6. **Additional Services.** Charter School and District may negotiate additional services or equipment

as requested by Charter School. District shall assess Charter School separately for the cost to provide the additional services or equipment, if any.

- 7. Parking.** Charter School shall abide by District and School Site policies concerning the use of parking, including District policy relating to the drop-off and pick-up of students. Charter School shall instruct its visitors, invitees, and guests to park on available street parking consistent with applicable laws and ordinances. Charter School shall not abandon any inoperative vehicles or equipment on any portion of the School Site. District shall not be liable for any personal injury suffered by Charter School or Charter School’s visitors, invitees, and guests arising out of the use of parking at or near the Site. District shall not be responsible for any damage to or destruction or loss of any of Charter School or Charter School’s visitors, invitees, or guests’ personal property located or stored in street parking, or the School Site except where caused by the District’s negligence or misconduct. Charter School accepts parking “as is” and Charter School acknowledges that District has not made and is not making any warranties whatsoever with respect to the parking.
- 8. Full Satisfaction of Proposition 39/Release of Claims.** Parties agree that this is a negotiated agreement and that upon execution of this Agreement all obligations of District to Charter School under Proposition 39 have been satisfied for the Prop. 39 cycle that applies to the 2021-22, 2022-23, and 2023-24 school years. Charter School agrees to waive its right to bring a legal action for the term of this Agreement based on any claims arising out of or relating to alleged compliance or noncompliance with Education Code section 47614 and the Proposition 39 regulations for the Prop. 39 cycle that applies to the 2021-22, 2022-23, and 2023-24 school years. This waiver does not extend to the obligations set forth in this Agreement
- 9. Condition of Premises.**

 - 9.1. District shall not be required to make or construct any alterations, including but not limited to structural changes, additions, or improvements to the Premises except as set forth herein. District shall, however, remain responsible for ensuring the Premises is in compliance with the requirements of the Americans with Disabilities Act, California Fair Employment and Housing Act, and other applicable building code standards. Charter School, and not District, shall be responsible for compliance with the Americans with Disabilities Act, California Fair Employment and Housing Act, and other applicable building code standards in connection with any modification of the Premises by Charter School after Charter School takes possession of the Premises. By entry and taking possession of the Premises pursuant to this Agreement, Charter School accepts the Premises.
 - 9.2. Charter School acknowledges that neither District nor District's agents have made any representation or warranty as to the suitability of the Premises for Charter School's Program except as set forth herein. Any agreements, warranties or representations not expressly contained in this Agreement shall in no way bind District or Charter School, and District and Charter School expressly waive all claims for damages by reason of any statement, representation, warranty, promise or agreement, if any, not contained in this Agreement.

- 9.3. If structural damage occurs to the Premises, making the structure damaged to a lesser condition than existed on the effective date, then District will, at its sole discretion, either provide reasonably equivalent alternative facilities to Charter School to accommodate its projected in-District ADA for the remaining term of this Agreement, or repair the damage in order to bring it back to a condition which is similar to the condition which existed on the effective date. District may, however, terminate this Agreement if the cost to repair the Premises exceeds Two Hundred Fifty Thousand dollars (\$250,000) per incident. District shall pro-rate the Use Fee during the “repair” period, if the resulting structural damage prohibits Charter School from carrying out its normal daily activities. If District elects not to terminate this agreement and not to perform a repair estimated to cost in excess of Two Hundred Fifty Thousand dollars (\$250,000), Charter School may elect to remain in possession of the Premises and pay the Use Fee, unless revised through mutual agreement of the Parties, or Charter School may elect to terminate this Agreement. If either District or Charter School terminates this Agreement as set forth herein, District shall promptly provide Charter School with reasonably equivalent alternative facilities to accommodate its projected in-District ADA for the remaining term of this Agreement.
- 9.4. Charter School shall not change the locks on the building without written approval by OUSD Buildings and Grounds. If Charter School chooses to change the locks on the building with written approval, Charter School is responsible for the cost of the District rekeying the building prior to vacating the site.
- 10. Title to School Site(s) / Classroom Buildings.** The Parties acknowledge that title to the School Site and Premises is held by District.
- 11. District’s Entry and Access to Premises.** District and its authorized representatives shall have the right, after two school-days’ prior written notice to Charter School, to enter the Premises during normal business hours for the purpose of inspection (“Inspection”). However, District may provide less than two school-days’ prior written notice with good cause; provided, however, that in an emergency situation, no prior notice shall be required. In an emergency, District shall give notice to Charter School immediately upon District’s receipt of notification of any emergency. If Charter School is not present to open and permit an entry into the Premises in an emergency situation as reasonably determined by District, District may enter by means of a master key without liability to Charter School.
- 11.1. If Charter School is violating the use restrictions of the Agreement or is not in material compliance with any applicable law, then all reasonable costs and expenses reasonably and actually incurred by District in connection with any Inspection shall become due and payable by Charter School as additional sums due District, within ten (10) days of presentation by District of an invoice for the Inspection.
- 11.2. If Charter School fails to perform any covenant or condition to be performed by Charter School pursuant to the Agreement, District and its authorized representative shall have the right, after reasonable prior written notice to Charter School, to enter the Premises

during normal business hours for the purpose of performing the covenant or condition at District's option after thirty (30) days' written notice to and failure to perform by Charter School (provided, no written notice is required in the case of emergencies). All costs incurred by District shall be reimbursed to District by Charter School within ten (10) days of written demand, together with interest at the Interest Rate computed from the date incurred by District until paid. Any performance by District of Charter School's obligations shall not waive or cure the default. All reasonable out-of-pocket costs and expenses actually incurred by District, including reasonable attorneys' fees (whether or not legal proceedings are instituted), in collecting the fees herein or enforcing the obligations of Charter School under the Agreement shall be paid by Charter School to District within ten (10) days of written demand.

- 11.3. District may, during the progress of any work authorized by this Subsection (11.3), keep and store on the Premises all necessary materials, tools, supplies and equipment, but shall do so in a manner designed to limit the inconvenience, annoyance, disturbance, loss of business, or other damage to Charter School. District shall not be liable for inconvenience, annoyance, disturbance, loss of business or other damage to Charter School by reason of making the repairs or the performance of any work.
- 11.4. Notwithstanding the foregoing and without further notice, District shall have the right to enter the Premises to conduct its own operations, to perform any routine or deferred maintenance, or conduct inspections of the Premises, or any other legally permissible purposes. District will use reasonable efforts during the course of any access of the Premises to not disrupt Charter School's classroom and instructional activities consistent with District's practices at its schools. Where practicable, District shall provide relevant scheduling information to Charter School.
- 11.5. Charter School expressly waives any claim for damages for any inconvenience to or interference with Charter School's educational program, any loss or use of quiet enjoyment of the Premises related to District's entry into the Premises for the purposes identified in this Section (11).

12. Surrender of Premises.

- 12.1. On the last day of the Term, or on termination of this Agreement, Charter School shall surrender in good order, condition, and repair the Premises to District and any existing improvements made by Charter School that were approved by District, and any structural improvements made by District subsequent to the Commencement Date, excepting normal ordinary wear and tear, and free and clear of all liens, claims and encumbrances, though nothing in this provision shall be construed to authorize Charter School to allow or cause to be placed any liens, claims and/or encumbrances of any kind, unless expressly permitted in this Agreement. This Agreement shall operate as a conveyance and assignment to District of any improvements identified by District to remain on the Premises.
- 12.2. Charter School shall remove from the Premises all of Charter School's personal property, trade fixtures, and any improvements made by Charter School which Charter School and District agreed would be removed by Charter School. Removal of Charter School's

property shall be subject to all applicable laws, including any local permits and/or approval by the California Department of General Services, Division of the State Architect (“DSA”).

- 12.3. All property that is not removed on or before the end of the Term shall be deemed abandoned by Charter School and associated costs to store, remove or dispose of abandoned property shall be the responsibility of Charter School. If the Premises are not surrendered at the end of the Term or upon earlier termination of this Agreement, Charter School shall indemnify District against loss or liability resulting from delay by Charter School in surrendering the Premises including, without limitation, any claims made by any succeeding Charter School or loss to District due to lost opportunities to timely obtain succeeding tenants.
- 12.4. If Charter School remains in possession of the Premises or any part thereof after the end of the Term or upon earlier termination of this Agreement without the express written consent of District, Charter School’s occupancy shall be a tenancy on a month-to-month basis for a pro rata share equal to one hundred fifty percent (150%) of all monthly sums charged and owing the previous thirty (30) calendar day period.
- 12.5. No payment of money by Charter School after the end of the Term or upon earlier termination of the Agreement, or after the giving of notice of termination by District to Charter School, shall reinstate, continue or extend the Term.
- 12.6. **Overallocation of Space.** Charter School’s projected in-District Average Daily Attendance (“ADA”) for the 2021-22 school year, upon which the Premises are provided, is 297.16. The Parties agree that the overallocation provisions under the California Code of Regulations, Title 5, section 11969.8 only shall apply to this Agreement, but that, in the event that overallocation occurs as defined under that regulation, the District, in lieu of imposing the overallocation fee, shall only reclaim overallocated facilities, in accordance with the provisions of Title 5, section 11969.8.
- 13. Taxes and Assessments.** Charter School shall pay any assessment on the Premises, including any improvements which Charter School constructs or causes to be constructed on the Premises, whether real estate, general, special, ordinary or extraordinary, or rental levy or tax, improvement bond, and/or fee imposed upon or levied against the Premises or Charter School’s legal or equitable interest created by this Agreement, and the taxes assessed against and levied upon Charter School’s alterations and utility installations that may be imposed by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Premises’ address and where the proceeds so generated are applied by the city, county or other local taxing authority having jurisdiction. The provisions of this Section (13) shall survive the expiration or earlier termination of this Agreement. Nothing in this Section (13) shall be construed to override the requirement in Section 15 (Title to and Removal of Charter School’s Improvements/Premises; Equipment Requirements) that Charter School obtain the express written consent of District to perform any improvements on the site, unless expressly permitted by this Agreement.
- 14. Maintenance.**

- 14.1. Charter School agrees to provide, at its own cost and expense, any and all day to day upkeep and operations for the Premises, including but not limited to routine repair, cleaning and general maintenance. Maintenance to be provided by Charter School shall be consistent with the standards set forth by the agreement and shall insure safe and healthful use.
- 14.2. District shall have no day to day maintenance or repair obligations with respect to the Premises. Charter School hereby expressly waives the provisions of subsection 1 of section 1932 and sections 1941 and 1942 of the Civil Code of California and all rights to make day to day repairs at the expense of District as provided in section 1942 of the Civil Code.
- 14.3. District shall be responsible for the major maintenance of the Premises as well as any capital improvements required by statute, law, or regulation necessary to meet COVID-related hygiene requirements, not including provision of equipment or PPE. For purposes of the Agreement, "major maintenance" includes (but is not limited to) all non-routine maintenance, replacement and repair services, including the major repair or replacement of the roof, flooring, mechanical systems (plumbing, heating, ventilation, air conditioning, electrical), exterior and interior painting, and any other items considered deferred maintenance under Education Code section 17582. Pursuant to Section 5 (Furniture and Equipment), Charter School shall be responsible for replacement and repair of furnishings and equipment.

The following subparagraph applies only in the event that the Charter School is co-located at a site with a District school or program and shares indoor space. It does not apply where Charter School has exclusive use of the site. Notwithstanding Subsections 14.1 and 14.2, if District uses the property on which Premises is located and Charter School and District share indoor space on the Premises, District shall be responsible for the routine repair, cleaning and general maintenance of the Premises and any furnishing or equipment provided to Charter School. For purposes of the Agreement, "routine repair, cleaning and general maintenance" shall mean the school facility component work performed on an annual basis each year to keep facilities in proper operating condition. District shall also be responsible for ongoing operations and maintenance of the facilities on the Premises as defined in California Code of Regulations, Title 5, section 11969.4(b). District shall only be obligated to perform routine repair, cleaning and general maintenance on the Premises on an equivalent basis as that performed at other comparable District school sites. Charter School will be responsible for its fair share of routine repair, cleaning, custodial costs of District provided custodian, and general maintenance costs. Charter School would reimburse the District directly for its fair share of such costs either through direct payment or through inclusions of allowable maintenance and operations costs in the District's pro rata share calculation as used to calculate the Use Fee, as determined by Charter School.

15. Title to and Removal of Charter School's Improvements/Premises; Equipment Requirements.

- 15.1. Charter School shall not construct or cause to be constructed on the Premises any improvements ("Charter School's Improvements") without express prior written consent from District. For District's written consent, Charter School's Improvements must be

considered necessary or beneficial to the operation of Charter School's educational program. District shall have sole discretion to determine whether to any improvements are necessary or beneficial and whether to consent. At the time District considers Charter School's request to construct improvements on the Premises, District will inform Charter School, in writing, whether it will require Charter School to remove Charter School Improvements at the expiration or earlier termination of the Term.

- 15.2. Charter School shall at its expense obtain all necessary environmental and governmental approvals and permits, including, without limitation, the California Environmental Quality Act (Government Code section 21000 *et seq.*) ("CEQA"), the Field Act (Education Code section 17280 *et seq.*), any other applicable Building Code requirements, the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101), and applicable State law governing access to facilities, as well as any necessary approvals from any local authority including any Site(s), grading, zoning, design review and other required permits or approvals, if applicable, prior to commencing construction and shall provide District with evidence of approval by all applicable governmental agencies. To the extent that District assumes lead agency status for any "project" under CEQA related to the provision of facilities under this Agreement, Charter School agrees to reimburse District for any and all reasonable costs and expenses related to achieving compliance with CEQA.
- 15.3. Any modifications to the Premises, including but not limited to construction, creation of gardens, painting, and addition of play structures or shade structures, must be approved in writing in advance by District's Director of Buildings and Grounds, and such approval shall not be unreasonably withheld, conditioned or delayed. Charter School's contractor must be approved in writing in advance by District, and such approval shall not be unreasonably withheld. All contractors and subcontractors of Charter School, if any, shall be duly licensed in the State of California; bonded as required by law; and maintain levels of casualty, liability, and workers' compensation insurance; and performance and payment bonds consistent with District construction requirements. Charter School must follow all applicable procurement laws with respect to the Eligible Improvements; issue requests for proposals for all projects over \$75,000 to obtain competitive pricing; adhere to prevailing wage laws; shall make best efforts to comply with the local hiring requirements in accordance with District Administrative Regulation and Board Policy 7115 ("Capital Program / Construction Related Local, Small Local and Small Local Resident Business Enterprise Program, and Board Policy"); and adhere to all applicable minimum wage requirements. Charter School is encouraged to incorporate Collaborative for High-Performance Schools standards into the design of all improvements made under this Agreement and is encouraged to incorporate all editions of the California Green Building Standards Code.
- 15.4. Under all circumstances, Charter School must seek and receive approval from DSA for any of Charter School's Improvements if required by DSA.
- 15.5. Charter School shall not install any ovens, stoves, hot plates, toasters, or similar items (not including microwave ovens) without the prior written consent of District.
- 15.6. Charter School shall at all times indemnify and hold District harmless from all claims for labor or materials in connection with construction, repair, alteration, or installation of

structures or improvements by, at the direction of, Charter School within the Premises, and from the cost of defending against such claims, including attorney's fees. Charter School shall provide District with at least ten (10) days written notice prior to commencement of any work which could give rise to a mechanics' lien or stop payment notice. District has the right to enter upon the Premises for the purpose of posting Notices of Non-responsibility. In the event a lien is imposed upon the Premises as a result of such construction, repair, alteration, or installation, Charter School shall either:

15.6.1. Record a valid Release of Lien; or

15.6.2. Deposit sufficient cash with District to cover the amount of the claim on the lien in question and authorize payment to the extent of the deposit to any subsequent judgment holder that may arise as a matter of public record from litigation with regard to the lien-holder claim; or

15.6.3. Procure and record necessary bonds that frees the Premises from the claim of the lien from any action brought to foreclose the lien.

If Charter School fails to accomplish one of these three optional actions within fifteen (15) days after the filing of any lien or stop payment notice, the Agreement shall be in default and shall be subject to immediate termination.

- 15.7. If required by District at the time it approves Charter School's Improvements, on or before the expiration of this Agreement, or within thirty (30) days after any earlier termination of this Agreement, Charter School shall remove Charter School's Improvements, at its sole expense. Charter School shall repair any damage to the School Site and/or the Premises caused by removal of Charter School's Improvements and restore the School Site and the Premises to good condition, less ordinary wear and tear. In the event that Charter School fails to timely remove Charter School's Improvements, District, upon fifteen (15) days written notice, may either (1) accept ownership of Charter School's Improvements with no cost to District, or (2) remove Charter School's Improvements at Charter School's sole expense. If District chooses to accept ownership of Charter School's Improvements, Charter School shall execute any necessary documents to effectuate the change in ownership of Charter School's Improvements. If District removes Charter School's Improvements, Charter School shall pay all invoices for the removal of Charter School's Improvements within thirty (30) days of receipt of an invoice.

16. Safety of Premises.

Non Co-located Schools: Charter School specifically acknowledges, understands, and agrees that District is neither responsible for, nor has the obligation to supply, provide, establish, maintain, or operate District's Safety Measures for either Charter School or the Premises. Charter School is responsible for safety and security systems, monitoring, and protocols in which case the District's police and security costs will not be included in the pro rata share used to calculate the Use Fee.

17. Incident/Accident/Mandated Reporting.

- 17.1. Charter School shall notify OUSD, via email pursuant to Section 23 (Notices), within twelve (12) hours of learning of any significant accident or incident. Examples of a significant accident or incident include, without limitation, an accident or incident that involves law enforcement, possible or alleged criminal activity, or possible or actual closure due to a communicable disease such as COVID-19. Charter School shall bear all costs of compliance with this Subsection (17.1).
- 17.2. Charter School agrees to comply with all federal, state and local laws, statutes, ordinances, regulations or directives applicable to the operation of public charter schools with respect to compliance with COVID-19 protocols, including but not limiting to social distancing, hygiene practices, and maintenance of required cohorts, if applicable.
 - 17.2.1. If District uses the property on which Premises is located (regardless of whether Charter School and District share indoor space), Charter School agrees to notify District, via email pursuant to Section 23 (Notices), within twelve (12) hours if any employee, contractor, subcontractor, agent, representative, or student of Charter School tests positive for COVID-19, shows or reports symptoms consistent with COVID-19, or reports to Charter School possible COVID-19 exposure.
 - 17.2.2. If District uses the property on which Premises is located (regardless of whether Charter School and District share indoor space), Charter School agrees to immediately adhere to and follow any OUSD directives regards health and safety protocols including, but not limited to, providing OUSD with information regarding possible exposure of OUSD employees and students to any employee, contractor, subcontractor, agent, representative, or student of Charter School and information necessary to perform contact tracing.
- 17.3. To the extent that an employee, subcontractor, agent, or representative of Charter School is included on the list of mandated reporters found in Penal Code section 11165.7, Charter School agrees to inform the individual, in writing that they are a mandated reporter, and describing the associated obligations to report suspected cases of abuse and neglect pursuant to Penal Code section 11166.5.
- 17.4. Charter School shall bear all costs of compliance with this Section (17).

18. Fingerprinting and Criminal Background Verification. Charter School shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements described in California Education Code section 45125.1.

19. Default.

- 19.1. **Charter School’s Default.** The occurrence of any one of the following events shall be considered a default of the Agreement by Charter School:
 - 19.1.1. The failure of Charter School to promptly pay the Use Fee or other fees or indebtedness identified herein when due hereunder, which failure continues for fifteen (15) days after written notice thereof by District to Charter School, provided that such a notice shall not exclusive to, and shall be cumulative to, the procedure set forth under Code of Civil Procedure Section 1161;

- 19.1.2. The revocation or non-renewal of Charter School's charter by their authorizer (most likely OUSD or Alameda County Board/Office of Education) but the Charter School shall not be deemed in default while any administrative, non-judicial appeals are pending under Ed. Code 47605 or 47607;
- 19.1.3. The failure of Charter School to observe or perform any of its other covenants or obligations hereunder, which failure continues for thirty (30) days after written notice thereof by District to Charter School (unless the nature of the default is such that more than thirty (30) days are required for its cure and Charter School shall have commenced a cure within the thirty (30) day period and thereafter diligently prosecute the same to completion; provided, however, in no event shall the default continue for more than ninety (90) days after written notice thereof by District to Charter School); provided, however, that any notice shall be in lieu of, and not in addition to, any notice required under Code of Civil Procedure section 1161, and the thirty (30) day cure period shall run concurrently with any cure period required under California law, including Code of Civil Procedure section 1161;
- 19.1.4. Charter School's abandonment of the Premises for a period of fifteen (15) consecutive days (with or without the payment of fees), it being agreed that the fact that any of Charter School's property remains in the Premises shall not be evidence that Charter School has not vacated or abandoned the Premises; provided, however, any normal holidays or vacation days shall not constitute abandonment of the Premises;
- 19.1.5. The making by Charter School of any general assignment or general arrangement for the benefit of creditors; the filing by or against Charter School or any guarantor of the Agreement of a petition to have Charter School or any guarantor of the Agreement adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Charter School or any guarantor of the Agreement, the same is dismissed within sixty (60) days); the appointment of a trustee or receiver to take possession of substantially all of Charter School's assets located at the Premises, or of Charter School's interest in the Agreement, where possession is not restored to Charter School within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of Charter School's assets located at the Premises or of Charter School's interest in the Agreement, where such seizure is not discharged within thirty (30) days;
- 19.1.6. The making or furnishing by Charter School of any warranty, representation or statement to District in connection with the Agreement, which is false or misleading in any material respect when made or furnished; or
- 19.1.7. The assignment, subletting or other transfer, or any attempted assignment, subletting or other transfer, of the Agreement.

In the event of any default by Charter School, District shall have the right, in addition to all other rights available to District under the Agreement or now or later permitted by law

or equity, to terminate the Agreement by providing Charter School with a notice of termination. Upon termination of the Agreement, District may recover from Charter School the worth at the time of award of the unpaid Rent and any other accrued fees which are due at the time of termination. In addition, upon termination, Charter School shall immediately vacate the Premises.

The rights and remedies of District set forth herein are not exclusive, and District may exercise any other right or remedy now or later available to it under the Agreement, at law or in equity.

- 19.2. **District's Default.** District shall not be in default of any of its obligations hereunder, unless District fails to perform such obligations within a reasonable time, but in no event less than thirty (30) days, after written notice by Charter School to District specifying that District has failed to perform its obligations; provided, however, that if the nature of District's default requires more than thirty (30) days to cure, District shall not be in default if District commences a cure within thirty (30) days and thereafter diligently prosecutes the same to completion. If District defaults hereunder, then Charter School may have by reason of such default all remedies available at law or equity, which includes the remedy of self-help and deduction of reasonable self-repair costs from the pro rata share payments owed.

- 19.2.1. Charter School shall have no rights as a result of any default by District until Charter School gives thirty (30) days' notice to District specifying the nature of the default. If District defaults hereunder after receipt of Charter School's written notice, then Charter School may have by reason of such default remedies including the remedy of self-help and deduction of reasonable self-repair costs from the pro rata share payments owed.

20. **Reciprocal Indemnification.** District and Charter School hereby agree and acknowledge that the relationship between District and Charter School for purposes of this Agreement is solely a landlord/tenant relationship and not a principal/agent relationship or any other relationship. Charter School is acting on its own behalf in operating from the Premises any school thereon (or any other purpose(s) thereupon) and is not operating as an agent of District. Except where the losses, costs, damages, expenses, and liabilities (including without limitation court costs and reasonable attorneys' fees) are caused by District's negligence or misconduct, to the fullest extent permitted by law, Charter School ("Indemnifying Party") shall indemnify, defend, release and protect District, its affiliates, successors and assigns, and its officers, directors, shareholders, board members, other members, partners, agents and employees ("District Indemnified Party" or "District Indemnified Parties") and hold the District Indemnified Parties harmless from any and all losses, costs, damages, expenses and liabilities (including without limitation court costs and reasonable attorneys' fees) (collectively "Claims") incurred in connection with or arising from any cause (i) in the use or occupancy by Charter School of the Premises (including without limitation, the operation by Charter School of the School from the Premises), or (ii) in connection with the operations by Charter School at the Premises, including without limiting the generality of the foregoing:

- (a) Any default by Charter School in the observance or performance of any of the terms, covenants or conditions of the Agreement on Charter School's part to be observed or performed;
- (b) The use or occupancy of the Premises by Charter School of any person claiming by, through or under Charter School or Charter School's employees, agents, contractors, licensees, directors, officers, partners, trustees, visitors or invites, or any such person in, on or about the Premises either prior to, during, or after the expiration of the Term of the Agreement (singularly, "Liability"; collectively, "Liabilities"); and
- (c) Any claim by a third party that District is responsible for any actions by Charter School in connection with any use or occupancy of the Premises or in any way related to this Agreement.

Except where the losses, costs, damages, expenses and liabilities (including without limitation court costs and reasonable attorneys' fees) are caused by Charter School's negligence or misconduct, to the fullest extent permitted by law, District shall indemnify, defend, release and protect Charter School, its affiliates, successors and assigns, and its officers, directors, shareholders, board members, other members, partners, agents and employees ("Charter Indemnified Party" or "Charter Indemnified Parties") and hold the Charter Indemnified Parties harmless from any and all losses, costs, damages, expenses and liabilities (including without limitation court costs and reasonable attorneys' fees) (collectively "Claims") incurred in connection with or arising from any cause (i) in the use or occupancy by District of the Premises (including without limitation, the operation by District of operations on the Premises), or (ii) in connection with the operations by District at the Premises, including without limiting the generality of the foregoing:

- (a) Any default by District in the observance or performance of any of the terms, covenants or conditions of the Agreement on District's part to be observed or performed;
- (b) The use or occupancy of the Premises by District or any person claiming by, through or under District or District's employees, agents, contractors, licensees, directors, officers, partners, trustees, visitors or invitees, or any such person in, on or about the Premises either prior to, during, or after the expiration of the Term of the Agreement (singularly, "Liability"; collectively, "Liabilities"); and
- (c) Any claim by a third party that Charter School is responsible for any actions by District in connection with any use or occupancy of the Premises or in any way related to this Agreement.

The provisions of this Section (20) shall survive the expiration or sooner termination of this Use Agreement. The applicable Party shall, upon receiving a proper request by a District or Charter Indemnified Party, undertake the defense of any Liabilities threatened or asserted against such Indemnified Party on the following terms and conditions:

- (a) Notice of the assumption of such defense ("Notice") shall be delivered to such Indemnified Party within fifteen (15) days after transmittal.

- (b) Such defense shall be conducted by reputable attorneys retained by the District or Charter Indemnifying Party and approved by the other Party if choice of counsel is included in the relevant insurance policy, and with the prior written approval of all the District and Charter Indemnified Parties against whom such Liability has been asserted or threatened, which approval shall not be unreasonably withheld, delayed or conditioned, all at the District or Charter Indemnifying Party's sole cost and expense. In the event the interests of the District or Charter Indemnifying Party and any such District or Charter Indemnified Parties in the action conflict in such manner and to such an extent as to require, consistent with applicable standards of professional responsibility or the retention of separate counsel for each of the District or Charter Indemnified Parties involved in the action, the District or Charter Indemnifying Party shall pay all fees and costs charged or incurred by separate counsel.
- (c) The District or Charter Indemnifying Party agrees to promptly notify the other Party of the commencement of any litigation or proceedings pending, threatened or commenced (whether or not served) against Indemnifying Party, or any of the directors, officers, agents or employees of Indemnifying Party, in connection with the matters set forth in this Agreement. The provisions of this Section (20) shall survive the expiration or sooner termination of this Use Agreement.

21. Insurance.

- 21.1. Insurance is to be placed with insurers with a current A.M. Best Insurance rating of no less than A-minus: VII and subject to the approval of District, except that insurance through a Joint Powers Authority shall be deemed sufficient under this Agreement. Charter School shall furnish District with the original certificates and amendatory endorsements effecting coverage required.
- 21.2. Charter School acknowledges that the insurance to be maintained by District on the School Site will not insure any of Charter School's property or improvements made by Charter School.
- 21.3. Charter School shall, at Charter School's expense, obtain and keep in force, during the term of this Agreement, a policy of commercial general liability insurance and a comprehensive auto liability policy insuring District and Charter School against claims and liabilities arising out of the operation, condition, use, or occupancy of the Premises and all areas appurtenant thereto, including parking areas. Charter School's comprehensive auto liability policy shall insure all vehicle(s), whether hired, owned or non-owned. Charter School's commercial general insurance shall be at least as broad as the Insurance Service Office (ISO) CG 00-01 form and in an amount of not less than One Million dollars (\$1,000,000) for bodily injury or death and property damage as a result of any one occurrence and Two Million dollars (\$2,000,000) general aggregate policy limit. In addition, Charter School shall obtain a products/completed operations aggregate policy in the amount of One Million dollars (\$1,000,000). The insurance carrier, deductibles and/or self-insured retentions shall be approved by District, which approval shall not be unreasonably withheld. Prior to the Commencement Date, Charter School shall deliver to District a certificate of insurance evidencing the existence of the policies required hereunder and copies of endorsements stating that such policies shall:

21.3.1. State the coverage is primary and any coverage by District is in excess thereto;

21.3.2. Contain a cross liability endorsement; and

21.3.3. Include a separate endorsement naming District as an additional insured.

At least thirty (30) days prior to the expiration of each certificate, and every subsequent certificate, Charter School shall deliver to District a new certificate of insurance consistent with all of the terms and conditions required in connection with the original certificate of insurance as described herein.

21.4. During the Term of this Agreement, District shall maintain at its cost a policy of standard fire and casualty insurance limited to the value of the buildings and improvements located on the School Site as of the Commencement Date. District's insurance policy shall be primary in the case of any damage or destruction to the Premises (but not to Charter School's personal property or alterations or improvements constructed by Charter School).

21.4.1. No use shall be made or permitted to be made of the Premises, nor acts done, that will increase the existing rate of insurance upon the building or buildings of the Premises or cause the cancellation of any insurance policy, covering same, or any part thereof, nor shall Charter School sell, or permit to be kept, used, or sold in or about the Premises any article that may be prohibited by the standard form of fire insurance policies. Charter School shall, at its sole cost and expense, comply with any and all requirements pertaining to the Premises, of any insurance organization or company, necessary for the maintenance of reasonable fire and casualty insurance, covering the Premises' buildings, or appurtenances. Fire and casualty insurance premium increases to District due to equipment and/or activities of Charter School (other than based only on Charter School's occupancy of the Premises) shall be charged to Charter School.

21.5. During the Term, Charter School shall comply with all provisions of law applicable to Charter School with respect to obtaining and maintaining workers' compensation insurance. Prior to the commencement and any renewal of this Agreement and Charter School's occupancy of the Premises, Charter School shall provide District, as evidence of this required coverage, a certificate in a form satisfactory to District on or before the commencement or renewal date, providing that insurance coverage shall not be canceled or reduced without thirty (30) days prior written notice to District. If the insurer does not provide such notice, Charter School shall provide District with notice of cancellation of coverage as soon as it becomes aware of such cancellation.

22. Signs. Charter School may, at Charter School's sole cost, have the right and entitlement to place onsite signs on the Premises to advertise Charter School's educational program, provided Charter School obtains the prior written approval and consent of District. District's approval and consent shall not be unreasonably withheld. Any signs shall be at Charter School's cost and in compliance with the local ordinances pertaining thereto. In connection with the placement of any of Charter

School's signs, District agrees to cooperate with Charter School in obtaining any governmental permits which may be necessary. Throughout the Term of the Agreement Charter School shall, at its sole cost and expense, maintain any of its signage and all appurtenances in good condition and repair. At the termination of the Agreement, Charter School shall remove any signs which it has placed on the Premises and School Site, and shall repair any damage caused by the installation or removal of Charter School's signs.

- 23. Notice.** Any notice required or permitted to be given under the Agreement shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service or email, addressed as follows:

DISTRICT:

Oakland Unified School District
Attn: Office of Charter Schools
1000 Broadway, Suite 398
Oakland, CA 94607
charteroffice@ousd.org

CHARTER SCHOOL:

East Bay Innovation Academy
3400 Malcolm Avenue
Oakland, CA 94605

Any notice personally given or sent by email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by certified or registered mail shall be effective three (3) days after deposit in the United States mail.

- 24. Subcontract, Assignment and Sublease.** Charter School shall not have the right, voluntarily or involuntarily, to assign, license, transfer or encumber the Agreement or sublet all or part of the Premises. Any purported transfer shall be void and shall, at District's election, constitute a default. No consent to transfer shall constitute a waiver of the provisions of this Section (24).
- 25. Joint and Several Liability.** If Charter School is more than one person or entity, each person or entity shall be jointly and severally liable for the obligations of Charter School hereunder.
- 26. Independent Contractor Status.** The Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.
- 27. Entire Agreement of Parties.** The Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. The Agreement may be amended or modified only by a written instrument executed by both Parties. Nothing in this provision shall be construed so as to limit, nullify, abridge or modify Charter School's obligations under its Charter, or the its authorizer's oversight authority.

- 28. California Law.** The Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of the Agreement shall be maintained in Alameda County.
- 29. Compliance with All Laws.**
- 29.1. Charter School shall at Charter School's expense comply with all requirements of all governmental authorities, in force either now or in the future, affecting Charter School's use of the Premises or School Site, and shall faithfully observe in Charter School's use of the Premises all laws, regulations and ordinances of these authorities, in force either now or in the future including, without limitation, all applicable federal, state and local laws, regulations, and ordinances pertaining to air and water quality, hazardous material, waste disposal, air emission and other environmental matters (including but not limited to CEQA and its implementing regulations in Charter School's use of the Premises), and all District policies, rules and regulations ("Environmental Laws").
- 29.2. The judgment of a court of competent jurisdiction, or Charter School's admission in an action or a proceeding against Charter School, whether District be a party to it or not, that Charter School has violated any law or regulation or ordinance in Charter School's use of the Premises shall be considered conclusive evidence of that fact as between District and Charter School. If Charter School fails to comply with any law, regulation or ordinance, District reserves the right to take necessary remedial measures at Charter School's expense, for which Charter School agrees to reimburse District on demand.
- 29.3. Charter School shall not cause or permit any Hazardous Material to be generated, brought onto, used, stored, or disposed of in or about the Premises and any improvements by Charter School or its agents, employees, contractors, subtenants, or invitees, except for limited quantities of standard office, classroom and janitorial supplies (which shall be used and stored in strict compliance with Environmental Laws). Charter School shall comply with all Environmental Laws. As used herein, the term "Hazardous Materials" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California or the United States Government. The term "Hazardous Materials" includes, without limitation, petroleum products, asbestos, PCB's, and any material or substance which is (i) defined as hazardous or extremely hazardous pursuant to Title 22 of the California Code of Regulations, Division 4.5, Chapter 11, Article 4, section 66261.30 *et seq.* (ii) defined as a "hazardous waste" pursuant to section (14) of the federal Resource Conservation and Recovery Act, 42 U.S.C. 6901 *et seq.* (42 U.S.C. 6903), or (iii) defined as a "hazardous substance" pursuant to section 10 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 *et seq.* (42 U.S.C. 9601). As used herein, the term "Hazardous Materials Law" shall mean any statute, law, ordinance, or regulation of any governmental body or agency (including the U.S. Environmental Protection Agency, the California Regional Water Quality Control Board and the California Department of Health Services) which regulates the use, storage, release or disposal of any Hazardous Material.
- 29.4. **Notice of Hazardous Substance.** Charter School will promptly notify District in writing if Charter School has or acquires notice or knowledge that any Hazardous Substance has

been or is threatened to be, released, discharged, disposed of, transported, or stored on, in, or under or from the Premises or School Site in violation of Environmental Laws. Charter School shall promptly provide copies to District of all written assessments, complaints, claims, citations, demands, fines, inquiries, reports, violations or notices relating to the conditions of the Premises or compliance with Environmental Laws. Charter School shall promptly supply District with copies of all notices, reports, correspondence, and submissions made by Charter School to the United States Environmental Protection Agency, the United States Occupational Safety and Health Administration and any other local, state or federal authority that requires submission of any information concerning environmental matters or Hazardous Substances pursuant to Environmental Laws. Charter School shall promptly notify District of any liens threatened or attached against the Premises pursuant to any Environmental Laws.

- 29.5. **Inspection.** District and District's agents, servants, and employees including, without limitation, legal counsel and environmental consultants and engineers retained by District, may (but without the obligation or duty to do so), at any time and from time to time, on not less than five two (2) business days' notice to Charter School (except in the event of an emergency, in which case, no notice will be required), inspect the Premises to determine whether Charter School is complying with Charter School's obligations set forth in this Section (29), and to perform environmental inspections and samplings, during regular business hours (except in the event of an emergency) or during such other hours as District and Charter School may agree.
- 29.6. **Indemnification.** Charter School's indemnification and defense obligations in this Agreement shall include any and all Claims arising from any breach of Charter School's covenants under this Section (29).
30. **Attorneys' Fees.** If either Party files any action or brings any proceedings against the other arising out of the Agreement, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the Party who is entitled to recover its costs of suit, whether or not suit proceeds to final judgment. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a Party is entitled to its costs or attorneys' fees.
31. **Waiver.** The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
32. **Successors and Assigns.** The Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.
33. **Counterparts and Electronic Signature.** This Agreement, and all amendments, addenda, and supplements to this Agreement, may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either Party and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing Party and the receiving Party may rely on the receipt of such

document so executed and delivered electronically or by facsimile as if the original had been received. Through its execution of this Agreement, each Party waives the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.

- 34. Captions.** The captions contained in the Agreement are for convenience only and shall not in any way affect the meaning or interpretation thereof nor serve as evidence of the interpretation thereof, or of the intention of the Parties hereto.
- 35. Severability.** Should any provision of the Agreement be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.
- 36. Incorporation of Recitals and Exhibits.** The Recitals and each Exhibit attached hereto are hereby incorporated herein by reference.
- 37. Authorization to Sign Agreement.** Each individual executing the Agreement on behalf of a Party represents and warrants that he or she is duly authorized to execute and deliver the Agreement on behalf of the Party that the individual is executing the Agreement and that the Agreement is binding upon that Party in accordance with its terms.

ACCEPTED AND AGREED on the date indicated below:

East Bay Innovation Academy

By: Date

OAKLAND UNIFIED SCHOOL DISTRICT

Jody London, President, Board of Education Date

Kyla Johnson-Trammel, Superintendent/Secretary, Board of Education Date

APPROVED AS TO FORM

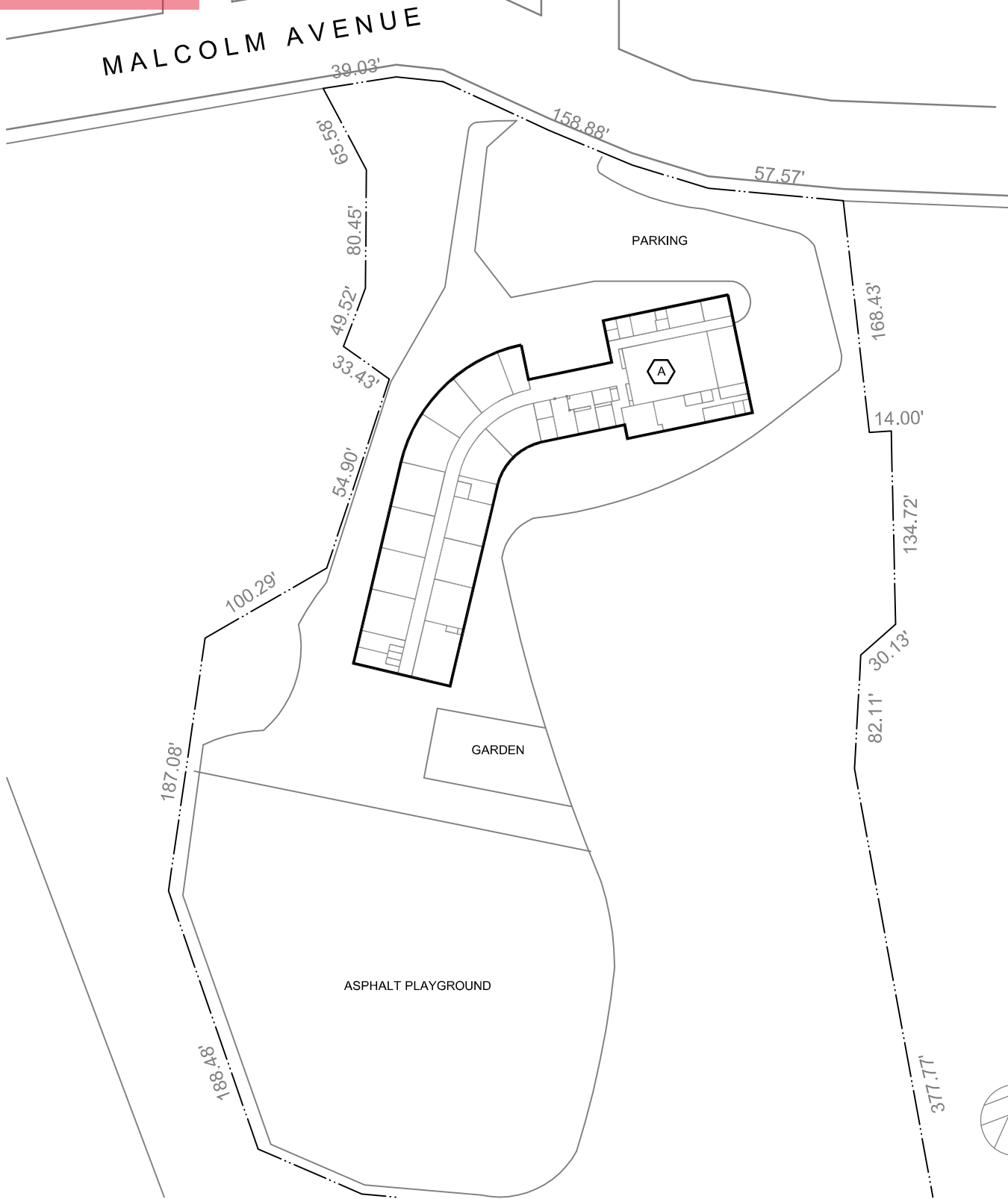
_____ Date

Exhibit "A"
DESCRIPTION OF PREMISES AND SITE

The Premises that are being allocated to Charter School shall consist of space located in the room(s) and area(s) as depicted on the attached School Site maps.

Exclusive Use by
Charter School

Exhibit A



SITE PLAN

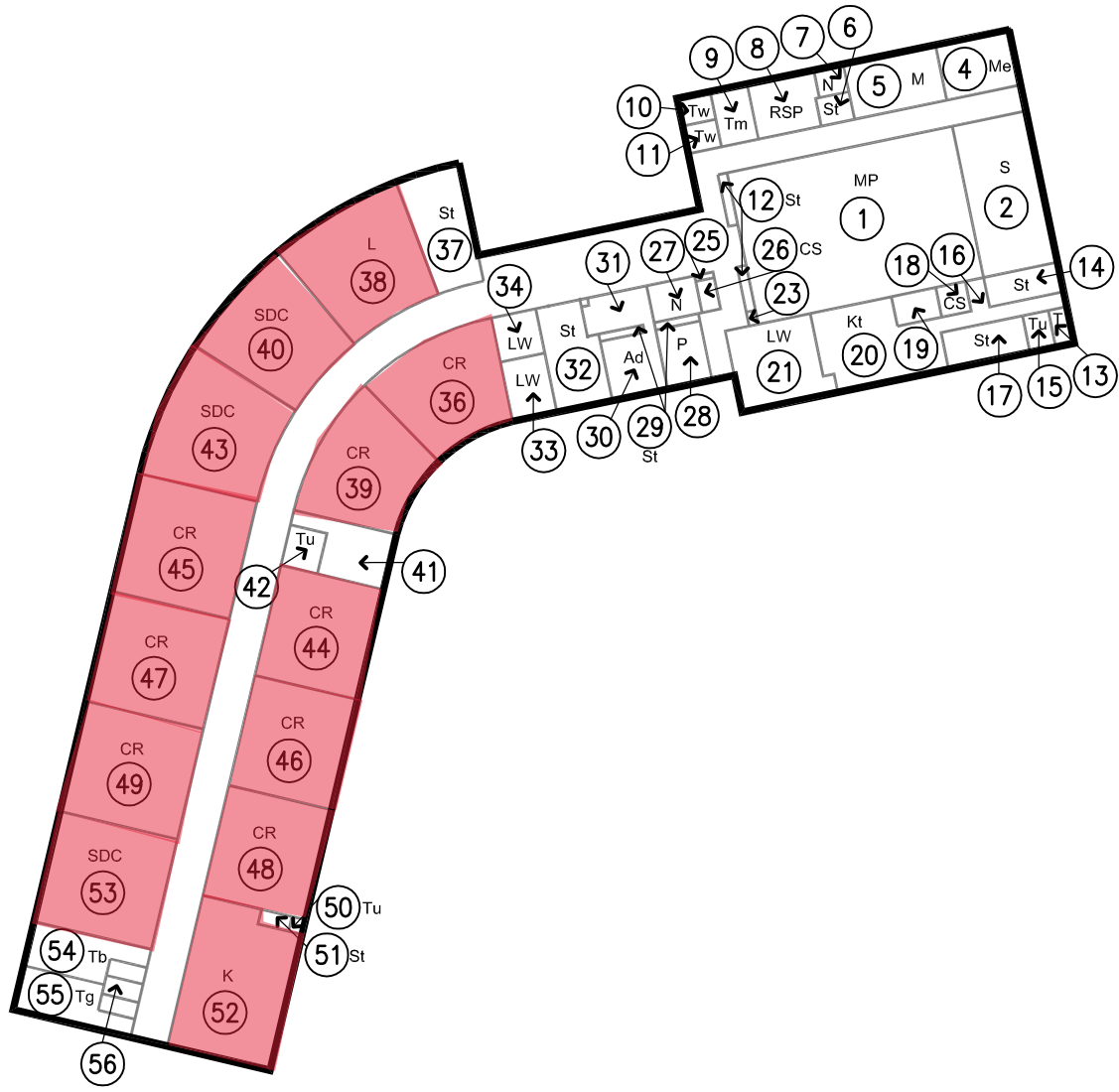


174 - THURGOOD MARSHALL ELEMENTARY SCHOOL
 3400 MALCOLM AVENUE, OAKLAND, CA 94605-5353



Date: 1/18/2013

Scale: 1"=100'-0"



BLDG A - 1ST FLOOR PLAN



BLDG A - 1ST FLOOR PLAN



174 - THURGOOD MARSHALL ELEMENTARY SCHOOL
 3400 MALCOLM AVENUE, OAKLAND, CA 94605-5353



Date: 1/18/2013

Scale: 1"=50'-0"