



East Bay Innovation Academy

Board Meeting

Date and Time

Wednesday September 23, 2020 at 8:00 PM PDT

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 in the agenda 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/91258719686?pwd=ZVpEVTZwdG9VYVFEeFikRFlwNFhjdz09>

Meeting ID: 912 5871 9686

Passcode: 753487

One tap mobile

+16699009128,,91258719686# US (San Jose)

+12532158782,,91258719686# US (Tacoma)

Dial by your location

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+1 346 248 7799 US (Houston)

+1 312 626 6799 US (Chicago)

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+1 301 715 8592 US (Germantown)

Meeting ID: 912 5871 9686

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

Agenda

	Purpose	Presenter	Time
I. Opening Items			8:00 PM

Opening Items

A. Record Attendance and Guests		Rochelle Benning	1 m
B. Call the Meeting to Order		Rochelle Benning	1 m
C. Approve Minutes from the Last Board Meeting	Approve Minutes	Rochelle Benning	1 m
Approve minutes for Board Meeting on September 9, 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 Consent Agenda Items	Vote	Rochelle Benning	5 m
Consent Agenda Items			
- EBIA August 2020 Check and Credit Card Register			
- Education Protection Account (EPA) Actual Expenditures 2019-2020			
- Master Contract, non public-school placement			

III. Academic Excellence 8:23 PM

Academic Excellence

A. Review and Approve Learning Continuity Plan (LCP) for 2020 - 2021 school year	Vote	Michelle Cho	15 m
B. EBIA Academic Update	Discuss	Zach Powers	15 m
- Review Fall Baseline Data - update on student results			
- Advanced Placement Exam 2019-2020 Results			

IV. Finance and Development 8:53 PM

Finance

A. Year To Date Finance Update	Discuss	Michelle Cho	10 m
<ul style="list-style-type: none"> • Review EBIA July 2020 - August 2020 financial results • Review approved 2020-2021 budget versus current updated financial forecast 			
B. 2020 -2021 EBIA Development Updates	Discuss	Michelle Cho	5 m
Update on any current or future fundraising possibilities			

V. Facility 9:08 PM

Facility

A. Facility Update	Discuss	Michelle Cho	5 m
Update on EBIA facilities:			
- Prop 39 agreement 21-22 for Marshall campus			
- Prop 51 status update			

VI. Other Business **9:13 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?

Wednesday, 10/21/2020
Wednesday, 11/18/2020
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 **9:25 PM**

A. Adjourn Meeting *Vote* **Rochelle Benning** **1 m**

Cover Sheet

Approve Minutes from the Last Board Meeting

Section: *I. Opening Items*
Item: *C. Approve Minutes from the Last Board Meeting*
Purpose: *Approve Minutes*
Submitted by:
Related Material: *Minutes for Board Meeting on September 9, 2020*



East Bay Innovation Academy

Minutes

Board Meeting

Date and Time

Wednesday September 9, 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:

Join Zoom Meeting

<https://zoom.us/j/91689782106?pwd=YzdyNDhhckE5aUg3TmYydFlzSINUZz09>

Meeting ID: 916 8978 2106

Passcode: 970608

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+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

Meeting ID: 916 8978 2106

Find your local number: <https://zoom.us/u/ae5E46825>

Directors Present

Brad Edgar, Kelly Garcia, Laurie Jacobson Jones, Rochelle Benning

Directors Absent

Ken Berrick

Guests Present

Michelle Cho

I. Opening Items

A. Record Attendance and Guests

B. Call the Meeting to Order

Rochelle Benning called a meeting of the board of directors of East Bay Innovation Academy to order on Wednesday Sep 9, 2020 @ 8:01 PM.

C. Approve Minutes from the Last Board Meeting

Laurie Jacobson Jones made a motion to approve the minutes from Board Meeting on 08-26-20.

Brad Edgar seconded the motion.

The board VOTED to approve the motion.

Roll Call

Ken Berrick Absent

Laurie Jacobson Jones Aye

Rochelle Benning Aye

Kelly Garcia Aye

Brad Edgar Aye

D. Public Comment

No public comment

II. Academic Excellence

A. Review draft of Local Continuity Plan for EBIA

Michelle Cho shared the plan and the board discussed. For details please see the board packet.

III. Other Business

A. Confirm Board Meeting Dates through 2020 - 2021 School Year

The team confirmed that the board meeting dates are accurate. For specifics please see board packet.

B. Public Comment

No public comment.

IV. Closing Items

A. Adjourn Meeting

Laurie Jacobson Jones made a motion to adjourn the meeting.

Rochelle Benning seconded the motion.

The board VOTED to approve the motion.

Roll Call

Laurie Jacobson Jones Aye

Kelly Garcia Aye

Brad Edgar Aye

Rochelle Benning Aye

Ken Berrick Absent

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 8:39 PM.


Respectfully Submitted,

Kelly Garcia

Cover Sheet

Review and Approve Consent Agenda Items

Section: *II. Governance*
Item: *A. Review and Approve Consent Agenda Items*
Purpose: *Vote*
Submitted by:
Related Material: *EBIA Board Check Register - Aug 2020.pdf*
EBIA_EPA Expenditures_2019-20.pdf
MV master contract 20-21.pdf

Combined Board Check Register								
School: EBIA								
Month: August 2020								
							Total Paid By Check:	
							233719.22	
							Total Paid By Credit Card:	
							0	
Transaction								
Payment Type	Check #/CC Account	Vendor	Date	Description	Void	Amount		
Check	6635	Angelyca Destouet	8/6/2020	Bill #Grant200611--Oakland Public Education Fund COVID Rapid Relief Fund		400		
Check	6636	Apex Learning Inc.	8/6/2020	Bill #SOINV00134527--30 comprehensive courses		1500		
Check	6637	Beehively	8/6/2020	Bill #2020-0314--Beehively Technology Invoice July-Sept 2020: 1 time set up fee + Tech Services with discounts		9200		
Check	6638	Bernardino Espinoza	8/6/2020	Bill #Grant200611--Oakland Public Education Fund COVID Rapid Relief Fund		400		
Check	6639	East Bay Speech Pathology, Inc.	8/6/2020	Bill #1292--Speech and Language Pathology services		1386		
Check	6640	EdTec	8/6/2020	Bill #19044--Monthly back office services June 2020		5250		
Check	6641	La Cheim School, Inc	8/6/2020	Bill #14744SB117--Tuition June 2020 ES		3564		
Check	6642	Law Offices of Young, Minney & Corr, LLP	8/6/2020	Bill #66034--Legal service June 2020		3274.5		
Check	6643	Northwest Evaluation Association	8/6/2020	Bill #38636--MAP Growth K-12 core subjects 650 users		7800		
Check	6644	Office Depot	8/6/2020	Bill #105753973001--Hand sanitizer 150x at 8oz		535.87		
Check	6645	Revolution Foods, Inc.	8/6/2020	Bill #446059--Food service 2020 contingency meals		2005.15		
Check	6646	Taulealea Moa	8/6/2020	Bill #Grant200611--Oakland Public Education Fund COVID Rapid Relief Fund		100		
Check	6647	The College Board	8/6/2020	Bill #EP96815662--AP Exams and late charges 2020		28218		
Check	6648	The Speech Pathology Group	8/6/2020	Bill #INV016444--2 hours OT Anne Swart		194		
Check	6649	CoPower	8/7/2020	Bill #2029896--Dental Plan August 2020		2503.77		
Check	6650	Golden Gate Academy	8/7/2020	Bill #080120--20.21 Use Agreement monthly fee-August		18500		
Check	6651	RingCentral Inc.	8/7/2020	Bill #CD000134608--6/29-7/28/20 phone service charges		677.16		

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	6652	Waste Management	8/7/2020	Bill #3089476-2216-0--Dumpster and organics July 2020 (bill credit of \$565.86 for missed pick ups case #6703930)		881.9
Check	6653	CDW Government	8/19/2020	Bill #ZNB9850--Acad Google Chrome Edu Lic Qty 60 Bill #ZPC2002--Acad Google Chrome Edu Lic qty 60		3240
Check	6654	City of Oakland - False Alarm	8/19/2020	Bill #2005009676--False alarm 3400 Malcolm 7/29/19 12:01pm		796.89
Check	6655	College Entrance Examination Board	8/19/2020	Bill #392063239A--PSAT 8/9 Sept 2019-Jan 2020 admin: 85 tests ordered 57 students tested		728
Check	6656	Herff Jones, Inc.	8/19/2020	Bill #001028540--Diplomas Bill #001029955--Diploma covers		528.63
Check	6657	Aislinn Klein	8/19/2020	Bill #ExpReimb200729--LiveScan new hire		67.44
Check	6658	La Cheim School, Inc	8/19/2020	Bill #ES June 2020--Counseling and guidance June 2020 Bill #14755-SB117--ES Tuition April 2020 Bill #14787--ES Tuition July 2020 Bill #ES May 2020--Counseling and guidance May 2020		9138.75
Check	6659	Lina's Janitorial Services	8/19/2020	Bill #18--Add'l summer service 6/1-7/31/20: CB disinfect Main office+staff bathroom+work areas janitorial garbage		3300
Check	6660	Mountain Valley Child & Family Services	8/19/2020	Bill #IN000013680--School days and Residential JW June 2020		14510.5
Check	6661	WASC	8/19/2020	Bill #1300172--Annual accreditation membership fee: 2020--21		1510
Check	6662	AT&T	8/21/2020	Bill #15046742--Ban 2435 Internet 6/13-7/12/20 Malcolm		669

Payment Type	Check #/CC Account	Vendor	Transaction Date	Description	Void	Amount
Check	6663	Cogent Solutions & Supplies	8/21/2020	Bill #1394426--Trash liner rolls Bill #1383779--Prior Starline invoice - 96311A. Item supplied after transition to Cogent: 5x Non alcohol foaming hand sanitizer Bill #1393743--Partial fulfillment 3 items still back ordered--10x Bath tissue 10x Paper Towels foaming hand wash 5x liquid bleach 7x disinfectant cleaner 20x Natural liners fuel fee Bill #139854--Partial fulfillment 1 item still back ordered--20x foaming hand sanitizer Bill #1396859--Partial fulfillment 2 items still back ordered--12x Liner Roll		11827.39
Check	6664	CoPower	8/21/2020	Bill #2036542--Dental Plan September 2020		2466.81
Check	6665	RingCentral Inc.	8/21/2020	Bill #CD000152336--Phone service charges for 7/29/20-8/28/20		685.95
Check	6666	Vision Service Plan - (CA)	8/21/2020	Bill #809973549--August 2020 vision coverage Bill #809420211--June 2020 vision coverage Bill #809666281--July 2020 vision coverage		1347.53
Check	6667	Waste Management	8/21/2020	Bill #309943122163--Marshall elementary August service (dumpster and organics)		1431.08
Check	6668	Achieve3000	8/28/2020	Bill #47956--Online literacy differentiation license for 20-21 375 students		16375
Check	6669	Apex Learning Inc.	8/28/2020	Bill #SOINV00139338--Tutorials 5x		360
Check	6670	AT & T	8/28/2020	Bill #15053212--Ban 6883 Internet 6/16/20-7/15/20		669
Check	6671	Cogent Solutions & Supplies	8/28/2020	Bill #1408076--Trigger Sprayer and bottles (10x) Mop handles (4x) Wringer Bucket Microfiber cloths (24x) Wet Mop (4x)		214.81
Check	6672	CPM Educational Program	8/28/2020	Bill #2003148IN--Student eBooks for Math curriculum (4 more copies) Bill #2003142IN--Student eBooks for Math curriculum		5757.27
Check	6673	Edpuzzle	8/28/2020	Bill #00013638--1 year unlimited access to Edpuzzle site for all teachers at EBIA		1140

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	6674	EdTec	8/28/2020	Bill #19450--Monthly back office service August 2020		5250
Check	6675	Michelle Fitts	8/28/2020	Bill #ExpReimb082020--Training for producing theater program under COVID 19 conditions		225
Check	6676	Golden Gate Academy	8/28/2020	Bill #090120--Monthly use fee for Golden Gate Academy campus Upper School EBIA site		18500
Check	6677	Laurie Jacobson Jones	8/28/2020	Bill #ExpReimb200820--Tables for low-density classroom configuration. 16x 4ft Lifetime		733.85
Check	6678	Kaiser Foundation Health Plan	8/28/2020	Bill #September 2020--September 2020 medical health benefits		20227.81
Check	6679	Law Offices of Young, Minney & Corr, LLP	8/28/2020	Bill #66729--7/2-7/22/20 legal services		1416
Check	6680	Lina's Janitorial Services	8/28/2020	Bill #19--Janitorial services for US and LS Aug 3-Aug 31 2020		10000
Check	6681	Jennifer Lauren McNeil	8/28/2020	Bill #230--Remote consulting service for lunch service April 2019-June 2020 (discounted)		2500
Check	6682	Megan Reed	8/28/2020	Bill #7--Fundraising and grant development work 6/1-7/31/20 (58.5 hrs)		3217.5
Check	6683	Oakland Enrolls	8/28/2020	Bill #27--Oakland school finder - School profile and support from Oakland Enrolls		700
Check	6684	Office Depot	8/28/2020	Bill #116552741001--4 boxes copy paper		139.96
Check	6685	Amanda Okamoto	8/28/2020	Bill #ExpReimb200812--Handle bags for lunch and supply distribution; touchless towel dispensers and bleach-free Lysol spray; 2x Lenovo staff PC		1368.89
Check	6686	PG&E	8/28/2020	Bill #071620--Malcolm gas and electric 6/11-7/9/20 Bill #081720--Malcolm gas and electric 7/10-8/10/20		2468.65
Check	6687	SchoolMint, Inc	8/28/2020	Bill #INV3660--SchoolMint renewal		3150.1
Check	6688	Susan Verharen	8/28/2020	Bill #ExpReimb200810--New hire LiveScan		54
Check	6689	Waste Management Of Alameda County	8/28/2020	Bill #273935322167--Malcolm August 2020 recycle dumpster		613.06

East Bay Innovation Academy

Education Protection Account Expenditures

Fiscal Year 2019-20

General Fund, Resource 1400

Description	Objects	Amount
Expenditures and Other Financing Uses		
Instruction: Teacher Salaries	1000-1999	\$118,912
Instruction-related Services: Classified Salaries	2000-2999	\$0
Benefits	3000-3999	\$0
Books and Supplies	4000-4999	\$0
Services and Other Operating Expenses	5000-5999	\$0
Capital Outlay	6000-6999	\$0
Other Financing Uses	7000-7999	\$0
Total Expenditures and Other Financing Uses		\$118,912
Amount Available For This Fiscal Year		
Adjusted Beginning Fund Balance	9791-9795	\$196
Revenue Limit Sources	8012	\$118,716
Total Available		\$118,912
Balance		\$0

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
 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.

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2020-2021

CONTRACT NUMBER:

LOCAL EDUCATION AGENCY: East Bay Innovation Academy**NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:****Mountain Valley Child and Family Services, Inc.**

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**1. MASTER CONTRACT**

This Master Contract is entered into on July 1, 2019, between Eastbay Innovations Academy, hereinafter referred to as the local educational agency ("LEA"), a member of the El Dorado Charter SELPA and Mountain Valley Child and Family Services, 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 specified by CDE Certification and as defined in California Education Code, section 56366 *et seq* and within the professional scope of practice of each provider's license, certification and/or credential. A current copy of CONTRACTOR's nonpublic school/agency certification or a waiver of such certification issued by the CDE pursuant to Education Code

section 56366.2 must be provided to LEA on or before the date this contract is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification 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 or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

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

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

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

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

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2019 to June 30, 2020 (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, 2019. In the event the contract is not renegotiated by June 30th, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

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

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

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

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

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

6. INDIVIDUAL SERVICES AGREEMENT

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

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

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to student as a result of lack of provision of services while student was served by the nonpublic school or agency.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the “stay-put” requirement of state and federal law unless the parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

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

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents and employees.

b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for nonpublic school/agencies. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for the contract, unless otherwise specified in the contract.

c. The term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(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(l).

- 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**, the CONTRACTOR's insurance coverage shall be primary insurance as respects to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance** may reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

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 or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

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

17. INDEPENDENT CONTRACTOR

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

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

18. SUBCONTRACTING

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

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, 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 may reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 45 Clearance Requirements and Section 46 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

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

CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

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

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

20. NON-DISCRIMINATION

CONTRACTOR shall not, 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 all data related to any and all sections of this contract and requested by and in the format required by the LEA. It is understood that all nonpublic school and agencies shall utilize the LEA approved electronic IEP system for all IEP development and progress reporting, unless otherwise agreed to by the LEA. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

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 annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies. Training includes certification with an approved SELPA crisis intervention program. Evidence of such training to applicable or relevant staff shall be submitted to the LEA at the beginning of the school year and within six (6) days of any new hire as referenced above.

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

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

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following: (1) Any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock (2) An intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual. (3) An intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities. (4) An

intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma. (5) Restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention. (6) Locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room. (7) An intervention that precludes adequate supervision of the individual. (8) An intervention that deprives the individual of one or more of his or her senses. (b) In the case of a child whose behavior impedes the child's learning or that of others, the individualized education program team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

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

31. STUDENT DISCIPLINE

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

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

32. IEP TEAM MEETINGS

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

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term

of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The SELPA shall provide training for any NPS and NPA to assure access to the approved system. The NPS and/or NPA shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student dis-enrolls from the NPS, the NPS/NPA shall discontinue use of the approved system for that student.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

33. SURROGATE PARENTS AND FOSTER YOUTH

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

34. DUE PROCESS PROCEEDINGS

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

35. COMPLAINT PROCEDURES

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

and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (“HIPAA”). CONTRACTOR shall include verification of these procedures to the LEA.

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

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

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

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

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

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

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

37. TRANSCRIPTS

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

to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

38. STUDENT CHANGE OF RESIDENCE

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

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

39. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and student's discharge against professional advice from a Nonpublic Schools/Residential Treatment Center ("NPS/RTC").

40. PARENT ACCESS

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

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

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

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

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

If CONTRACTOR is a licensed children’s institution (hereinafter referred to as “LCI”), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1(b), AB 1858 (2004), AB490 (Chapter 862, Statutes of 2003), AB 1261 (2005), AB 1166 Chapter 171 (2015), AB 167 Chapter 224 (2010), AB 216 Chapter 324 (2013), AB 379 Chapter 772 (2015), AB 1012 Chapter 703 (2015), and the procedures set forth in the LEA Procedures. An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

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

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

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

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

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

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

If CONTRACTOR is also an LCI and/or NPS/RTC, 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 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as “CDOJ”) and clearance from the Federal Bureau of Investigation (hereinafter referred to as “FBI”) for CONTRACTOR’S employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR’S employees and volunteers shall not come in contact with students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee’s conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Clearance certification shall be submitted to the LEA.

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

notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

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 or residence to another district, but fails to notify LEA

within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

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

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

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

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

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

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

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 1st day of July, 2019 and terminates at 5:00 P.M. on June 30, 2020, unless sooner terminated as provided herein.

CONTRACTOR

LEA

Mountain Valley Child and Family Services, Inc.
Nonpublic School/Agency

East Bay Innovation Academy
LEA Name

By: _____
Signature Date

By: _____
Signature Date

Teresa Petrie
Name and Title of Authorized Representative

Michelle Cho
Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:
Teresa Petrie

Notices to LEA shall be addressed to:
Robert Moore

Name and Title
Mountain Valley Child and Family Services, Inc.
Nonpublic School/Agency/Related Service Provider

Name and Title
Director of Student Support Services

24077 St Hwy 49

LEA
East Bay Innovation Academy

Address
Nevada City, Ca 95959

Address
3400 Malcolm Ave

City State Zip
530-265-9057

City State Zip
Oakland CA 94605

Phone Fax
Teresa@mv.email

Phone Fax
510.577.9557

Email

Email
RMoore@eastbayia.org

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: Mountain Valley Child and Family Services, Inc.

The CONTRACTOR CDS NUMBER: 530-693 6876

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

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: \$195.70
- 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: \$195.70/day; maximum number of sessions 180
- 3) Related Services

Service	Rate	Period
Intensive Individual Services (340)	_____	_____
Language and Speech (415)	_____	_____
Adapted Physical Education (425)	_____	_____
Health and Nursing: Specialized Physical Health Care (435)	_____	_____
Health and Nursing: Other Services (436)	_____	_____
Assistive Technology Services (445)	_____	_____
Occupational Therapy (450)	_____	_____
Physical Therapy (460)	_____	_____
Individual Counseling (510)	_____	_____
Counseling and Guidance (515)	_____	_____
Parent/family Counseling (520)	_____	_____
Social Work Services (525)	_____	_____
Psychological Services (530)	_____	_____

Behavior Intervention Services (535)	_____	_____
Specialized Services for Low Incidence Disabilities (610)	_____	_____
Specialized Deaf and Hard of Hearing (710)	_____	_____
Interpreter Services (715)	_____	_____
Audiological Services (720)	_____	_____
Specialized Vision Services (725)	_____	_____
Orientation and Mobility (730)	_____	_____
Specialized Orthopedic Services (740)	_____	_____
Reader Services (745)	_____	_____
Transcription Services (755)	_____	_____
Recreation Services, Including Therapeutic (760)	_____	_____
College Awareness (820)	_____	_____
Work Experience Education (850)	_____	_____
Job Coaching (855)	_____	_____
Mentoring (860)	_____	_____
Travel Training (870)	_____	_____
Other Transition Services (890)	_____	_____
Other (900)	<u>\$641.25/day</u>	<u>365 days residential ERMHS</u>
Vocational assessment	_____	_____

EXHIBIT B: 2020-2021 ISA

Cover Sheet

Review and Approve Learning Continuity Plan (LCP) for 2020 - 2021 school year

Section: *III. Academic Excellence*
Item: *A. Review and Approve Learning Continuity Plan (LCP) for 2020 - 2021 school year*
Purpose: *Vote*
Submitted by:
Related Material: *EBIA Learning Continuity and Attendance Plan Sep 2020.pdf*

California Department of Education, July 2020

Learning Continuity and Attendance Plan Template (2020–21)

The instructions for completing the Learning Continuity and Attendance Plan is available at <https://www.cde.ca.gov/re/lc/documents/lrngcntntyatndncpln-instructions.docx>.

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
East Bay Innovation Academy	Michelle Cho, Executive Director	michelle.cho@eastbayia.org , 510-577-9557 x117

General Information

[A description of the impact the COVID-19 pandemic has had on the LEA and its community.]

In response to the COVID-19 pandemic, EBIA paused classroom based instruction and transitioned to distance learning on March 13, 2020 per local and state Shelter In Place orders. EBIA serves a diverse population of Oakland's students and families; not surprisingly, the impacts of COVID-19 vary greatly. Some of our parents were laid-off, furloughed or struggling through job insecurities causing financial difficulties. Other parents are in stable work from home positions while others are essential workers (medical professionals, grocery store employees, childcare providers, etc) who put their lives on the line daily. On top of what parents are dealing with professionally, the new role as a distance learning facilitator causes a lot of additional stress, especially with the mental toll the pandemic is having on our students. In March the students abruptly stopped their daily commutes to school and have been isolated with no clear end. Each family also has their personal story of how the pandemic is impacting the health of their family and friends. As of Sept 2, 2020, three zip codes in Oakland have the highest test-positivity rates in the county, reaching as high as 16.9 percent compared to a statewide rate of 4.9 percent. Our teachers and staff have similar struggles in their own lives while also working harder than ever before.

While the uncertainty of the pandemic is difficult on everyone, EBIA's community feels stronger and tighter than ever. Our teachers, staff, students, and families have developed deep relationships in ways that would not have happened during a regular school year. It has shown us the power of partnerships between school and home and how it benefits our students. When EBIA fully re-opens, we will maintain and prioritize these partnerships going forward.

As a STEAM school, EBIA's program facilitated a smoother transition to distance learning last spring. Our teachers and students are proficient in the use of technology. Each student already had a relationship with an advisory and a personal learning plan that kept our students on track. Our [Innovator Norms](#), which are foundational to our teaching and learning, gave students tools to be resilient and take ownership of their learning through these unprecedented times. Our average attendance rates from March through May 2020 were 95.1% at the Lower School and 90.92% at the Upper School.

EBIA started the 2020-21 school year on August 10 in full distance learning. While everyone longs to be back on campus, our teachers and families feel confident with our distance learning program and the decision to put the health and safety of our community first. Our attendance rates in August were 97% at the Lower School and 95% at the Upper School.

Stakeholder Engagement

[A description of the efforts made to solicit stakeholder feedback.]

Since the campus closures in March, EBIA has continued to engage stakeholders at all levels: teachers, staff, teachers' union, parents, students, and Board Members. In the spring, before the Shelter-in-Place order was announced, our administration was in regular contact with our Board of Directors monitoring the situation. We are fortunate to have our board chair with expertise in healthcare who provided guidance around the pandemic and the realities of what this meant for our school. We also administered surveys to our students, parents, and teachers in late Spring.

Over the summer, we formed an internal task force composed of school leaders and teachers. All teachers were invited and approximately half the staff participated. There were two phases of the task force. The first phase examined school wide procedures and policies. The second phase focused on specific operational decisions at the Lower and Upper Schools. Our Executive Director shared EBIA's [Re-opening, Moving Forward](#) plan with our Board of Directors, teachers, and families to solicit feedback/input and answer any questions. Multiple sessions were held for each stakeholder group to solicit as much feedback/input as possible. We also [surveyed students](#) one week into the 2020-21 school year.

After each survey was completed, our administration would summarize the responses and share them with our stakeholders which would provide opportunities for additional discussion and feedback.

All communications are provided in English and Spanish. Families are informed of meetings and surveys through emails, newsletters, social media, and updates on our website.

[A description of the options provided for remote participation in public meetings and public hearings.]

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 the Shelter-in-Place order is lifted. Parents, staff, students, and community members are provided with Zoom information to participate in public comment at the EBIA Board Meetings. Call-in numbers are provided for families without internet access and translators and other accommodations are made available upon request.

[A summary of the feedback provided by specific stakeholder groups.]

EBIA had more than 180 families respond to our surveys, including incoming families. We also sought input from students and staff. While the range of feedback reflected the diversity of our community, certain trends emerged:

-Distance learning: 75% or more families rated our virtual schedules and quality of instruction as effective (4 or 5 on 1-5 scale). 75% or more reported their students adapted well to online learning and were largely independent with their studies.

-Community connection: About 60% of families rated the community connection as 3 (on 1-5 scale).

-Return to campus: Almost half of the families are somewhat or very uncomfortable with in-person instruction in absence of Coronavirus vaccine or cure, and 75% of families prefer a combination of in-person and online instruction (hybrid model) for next year.

-Schedule effectiveness (1 lowest to 5 highest): 83% rated 4 or 5

-Quality of instruction (1 lowest to 5 highest): 75% rated 4 or 5

-Level of connection and communication (1 lowest to 5 highest): 56% rated 3

-Student Independence (1 lowest to 5 highest): 78% rated 4 or 5

-Student Adaptability (1 lowest to 5 highest): 80% rated 4 or 5

-Comfort with return to campus in absence of vaccine or cure (1 uncomfortable to 5 comfortable): 46% rated 1 or 2

-Preferred modality: 75% combination of in-person and virtual, 16% virtual only, 9% in-person only

-Concern re amount of screentime, implementation of PBL, socialization

-Teachers concerns included:

*inability to assess understanding, maintaining engagement and rigor, tech support, too much screen time, limits to collaboration, effectiveness for younger students learning, health and safety on campus

-Teachers positives included:

*more one-on-one time/small groups, increase concern for each other (colleagues and students).

[A description of the aspects of the Learning Continuity and Attendance Plan that were influenced by specific stakeholder input.]

EBIA values our stakeholders' input and uses it to improve our programs. We respect our teachers and their expertise and encourage our students to take ownership of their education. In the spring when we surveyed our students and teachers, they both expressed the heavy workload and a clear desire to adjust our distance learning schedule. In response we updated the schedule to allow for an extra day of advisory/SEL, fitness, office hours and independent learning time.

Based on input from stakeholders, EBIA's 2020-21 planning priorities included:

- Health and safety for students and staff: hybrid (in-person and virtual) learning model, PPEs, social distancing, potentially screening for temperature, frequent and thorough cleaning, policies for staying home
- Social-emotional support: importance of building relationships and community to facilitate learning
- Distance learning: improving engagement and cyber-safety, effective use of screen time, feedback loop for teachers
- Supporting at-risk students: ensuring that student support evolves along with other programs
- Project-based learning: Innovating ways to collaborate in a virtual or hybrid model
- Strategic use of any on-campus opportunities: new families, advisories, lab sciences, art, etc.
- Apply the instructional lens to every plan
- Track available information and community feedback, and change course as needed
- Share frequently and repeatedly, the data and priorities driving our decision-making

Beyond the engagements with our stakeholders, EBIA is also committed to working with city, county, state, and federal agencies to ensure we are up-to-date on the most current guidance and guidelines around COVID-19. The following resources were also consulted in our planning process:

[-Alameda County School Reopening Plan](#)

[-YMC's Legal Guidance for Charter Schools](#)

[-Alameda County of Public Health Department's Diploma and Graduation Guidances](#)

[-California's Framework for reopening K-12 schools](#)

[-SELPA's COVID-19 guidance](#)

Continuity of Learning

In-Person Instructional Offerings

[A description of the actions the LEA will take to offer classroom-based instruction whenever possible, particularly for students who have experienced significant learning loss due to school closures in the 2019–2020 school year or are at a greater risk of experiencing learning loss due to future school closures.]

EBIA's reopening framework recognizes that flexibility is required to protect the community and the program as we fight the pandemic. Throughout the year, EBIA will be balancing the educational and public health goals to serve our community, aligned with our priorities. The order of return to campus will be equity-based, to mitigate the disproportionate impact of the pandemic on certain student groups and/or

subjects. In addition to the enabling conditions, actual invitation to campus will be subject to program considerations, including staff availability and calendar requirements.

Very High Risk: State or County Order of no on-campus learning are in place

Distance Learning

High Risk: COVID cases increasing OR one or more cases at EBIA

Distance Learning

Targeted in-person support for students with specialized needs (incl. EL, IEP) 1-2 times per week.

Medium Risk: COVID cases stable AND no cases at EBIA

Distance Learning

Targeted in-person support for students with specialized needs (incl. EL, IEP) 1-2 times per week.

25-50% Advisory/SEL in person 1x per week

Medium-low Risk: COVID cases decreasing AND no cases at EBIA

Distance Learning

Targeted in-person support for students with specialized needs (incl. EL, IEP) 1-2 times per week.

25-50% Advisory/SEL in person 1x per week

25-50% Academic (A/B and/or lab classes) in person 1-2 times per week

Low Risk: Vaccine or cure available

Full classroom instruction

To the extent feasible, EBIA wants to provide a limited number of seats on campus for students to social distance and participate in the distance learning portion of their hybrid schedule, under supervision of certificated and support staff following state and public health guidelines. Once the relevant state/public health guidance is released and facility and staffing conditions are met, we will share more information about the program and how to sign up. Our plan is to utilize outdoor space as much as possible.

We will prioritize the following groups of students for this program:

- Children of essential workers,
- Students behind in academics,
- Requests pending space (i.e., single parent/guardian)

EBIA has created extensive policies to prevent the spread of COVID when on-campus learning is safe. All procedures and protocols can be found in our reopening plan [here](#).

Actions Related to In-Person Instructional Offerings [additional rows and actions may be added as necessary]

Description	Total Funds	Contributing
Instructional Assistant for Middle School Math Support (both in-person and distance learning)	\$25,000	Y
Instructional Assistant for Middle School Literacy Support (both in-person and distance learning)	\$25,000	Y
Instructional Assistant for Upper School Environmental and Wellness Support	\$40,000	Y
Mental health support (both in-person and distance learning)	\$30,000	Y
Intensive Intersession (both in-person and distance learning)	\$35,000	Y
PPE (masks, hand sanitizer)	\$15,000	Y
Social Distancing Signage and other hygiene reminders	\$2,000	N
Extra Janitorial support	\$30,000	Y
Facility improvements	\$35,000	Y

Distance Learning Program

Continuity of Instruction

[A description of how the LEA will provide continuity of instruction during the school year to ensure pupils have access to a full curriculum of substantially similar quality regardless of the method of delivery, including the LEA’s plan for curriculum and instructional resources that will ensure instructional continuity for pupils if a transition between in-person instruction and distance learning is necessary.]

Very High Risk: All Distance

EBIA will be in a 100% Distance Learning model as long as the State and the Alameda County Public Health Department mandate school closure. EBIA is building on its initial virtual school model from spring, which already met the distance learning requirements recently released by the State:

- Access to device and connectivity,

- Content aligned to grade-level standards with quality and challenge similar to in-person instruction,
- Academic and other supports for students not performing at grade level or have specific needs,
- IEP services,
- EL services (designated and integrated),
- Daily live interaction with certificated staff and peers.

In addition to the requirements, the fall distance learning program at EBIA will pilot research-based practices to increase/maintain engagement, encourage collaboration, and increase/maintain sense of belonging and accountability. Students will receive synchronous instruction with real-time and digital feedback. We will be using Zoom, Google docs, ECHO, and adaptive blended learning platforms.

At Upper School, students will attend 3 remote meetings per course per week in Zoom. There is also advisory and time built-in for small groups and 1:1 supports. The week begins on Monday with a 30 minutes session of each course, followed by longer blocks, advisory, and office hours Tuesday through Friday.

At Lower School, students begin the week on Monday with an SEL lesson in advisory, followed by 45 -minute whole cohort lectures for core subjects. The rest of the week consists of advisory, 2 longer sessions of core subjects (whole cohort and then workshop/small group/independent work time), one elective, and one support group (ELA or math) per day.

A detailed bell schedule can be found [here](#) in the appendix.

High Risk: Targeted Supports

When Alameda County comes off the state monitoring/purple list and the Alameda County Public Health allows schools to open, EBIA will explore the feasibility of transitioning to hybrid models of instruction. When COVID cases are still increasing OR if there is a confirmed COVID case in a household with EBIA staff or students, we will continue with distance learning and add on Targeted Support, as recommended by staff. Targeted supports can address needs of students who are English Language Learners, students with Individualized Education Plans (IEPs), and students in need of assessments for services. The individual or small group support meetings will be scheduled by staff and take place outside as much as feasible, with all COVID safeguard procedures.

Medium Risk: Hybrid Advisory/SEL

When COVID cases are stable AND if there are no COVID cases in a household with EBIA staff or students, we will explore the feasibility of adding advisory meetings on campus to meet the social and emotional needs of our students. Under current public health guidelines, these meetings would occur in small, stable groups (i.e., half of each advisory, in rotation). The on campus meetings will take place outside as much as feasible, with all COVID safeguard procedures.

Upper School will still utilize the virtual schedule, and the students will have one day per week in the afternoon on-campus. This time will be

used for advisory class, 1:1 check-ins with advisor or teachers, and small group support. Academic classes would continue to meet remotely and families could opt out of on-campus time without impacting access to academic classes.

Lower School would move to a modified schedule that would allow students to take turns coming on campus for advisory/SEL, up to two times a week. Classes would be held virtually on three days of the week. On campus days, students would be on campus for part of the day and spend the rest of the day in virtual class and/or independent work time. Please see the reopening plan [here for a modified](#) schedule.

Medium to Low Risk: Hybrid Academic

When COVID cases are decreasing AND if there are no COVID cases in a household with EBIA staff or students, we will explore the feasibility of adding academics strategically on campus to meet the subject or grade-specific needs. Under current public health guidelines, these meetings would occur in small, stable groups (i.e., half of each section or cohort, in rotation). The on campus meetings will take place with all COVID safeguard procedures.

Low Risk: Classroom Instruction

When a vaccine or a cure becomes available, we expect state guidance will be to return to the classroom. We will return to regular school days (upper: 8:30 am to 3:45 pm; lower: 9 am to 3:30 pm) five days a week.

Access to Devices and Connectivity

[A description of how the LEA will ensure access to devices and connectivity for all pupils to support distance learning.]

As a STEAM program, our students already had a 1:1 laptop to student ratio. We provide chromebooks to any student that does not have their own laptop and hotpots to families who do not have reliable internet connections at home. Since last spring and into the new school year, every student at EBIA has a laptop or chromebook and is able to connect to the internet.

EBIA will also provide tech assistance to families at home. Families can call or email the school with any tech issues.

Pupil Participation and Progress

[A description of how the LEA will assess pupil progress through live contacts and synchronous instructional minutes, and a description of how the LEA will measure participation and time value of pupil work.]

EBIA will track and monitor pupil progress through live contacts and synchronous instructional minutes through ECHO/Zoom/Illuminate. Teachers will also track student participation and progress through assignment completion, assessment completion, and contact with students, and/or parents/guardians. Teachers can use audit logs on the Zoom platform which allows teachers to track student attendance as well as how long a student was in the session.

Distance Learning Professional Development

[A description of the professional development and resources that will be provided to staff to support the distance learning program, including technological support.]

The EBIA team continues to meet and collaborate to support the teaching and learning experience for all. Each staff member has a HIPAA-compliant ZOOM account and is briefed regularly on best practice to ensure safe and smooth virtual experience. Teachers continue to receive mentorship and feedback, in distance learning. Grade level teams meet regularly to seek alignment and input to improve practice. Site teams meet weekly to share updates and concerns about best practices. Staff spends time sharing best practices and tools for online learning, and staff feedback has been implemented to adjust schedules and determine where staff need support (both from a professional and social-emotional perspective). There is regular communication between our teachers and staff using Slack.

Each summer EBIA brings new teachers in for a week of professional development to familiarize themselves with the EBIA way. You can find the summer professional development schedule for new teachers [here](#). Returning teachers also participated in professional development before students returned. The professional development this year included emphasis on engagement in distance learning. EBIA is on a trimester schedule. Between each trimester, we host intercession, an opportunity for students to engage in hands-on learning within the community. During this time we provide professional development for our teachers. Our professional development times are guided by an analysis of our student achievement NWEA data, student surveys, grade audit, etc.

Staff Roles and Responsibilities

[A description of the new roles and responsibilities of affected staff as a result of COVID-19.]

COVID Liaisons: Our executive director and human resource director have stepped into new roles as COVID liaisons. They are responsible for keeping EBIA up-to-date on all COVID related regulations and guidelines. Our physical education teacher is still teaching but the course load has changed. This teacher is also working with students and teachers providing 'push-in' support. Our afterschool program coordinator has transitioned to an instructional aide providing "push-in" supports during virtual learning. These roles may be refined once we move to targeted supports on campus. We anticipate additional roles and responsibilities to be affected once we enter the hybrid phase.

Supports for Pupils with Unique Needs

[A description of the additional supports the LEA will provide during distance learning to assist pupils with unique needs, including English learners, pupils with exceptional needs served across the full continuum of placements, pupils in foster care, and pupils who are experiencing homelessness.]

EBIA does not have any Foster Youth or pupils experiencing homelessness. Our Executive Director is our Homeless Education Liaison and Foster Youth coordinator. We will continue to closely monitor our enrollment to identify any foster youth. Our advisors are trained to identify any students who are experiencing homelessness. If the home life of a student changes, our liaison will be contacted immediately.

English Language Support in distance learning

Designated and integrated instruction in English language development are built into our distance learning and hybrid models. The distance learning plan schedules daily time for English learners to receive designated ELD instruction. The times for instruction do not impede on EL students' regular classroom schedule, but rather are an added support. We will continue to use our adopted ELD instructional curriculum. Integrated ELD support is built into our adaptive blended learning curriculum.

Special Education Support in distance learning.

In March, EBIA launched its distance learning model with a high degree of engagement and success for students with IEPs. We were struck by the potential of online learning to connect with students in a different way and explore how we can leverage the new structure to achieve learning outcomes together. With the recent guidance suggesting that we continue to learn in this new model for several more months, we want to double down on our commitment to meet the needs of our students and continue to seek innovative solutions for service delivery. Each family of students with IEPs have met our team and discussed specifics at their 30 day intake meetings. Below highlights all of the structural planning and preparation that has occurred in order to continue serving our students with a high level of integrity.

Supports include:

- Daily/Weekly support of education specialists and instructional aides on Zoom
- IEP-related services such as speech and counseling continue to occur virtually
- All support staff have been trained extensively in our virtual tools (i.e. Zoom, Echo, Illuminate)
- Specialized academic instruction- both campuses have full weekly schedules of classes which include numerous daily support classes with ed. specialists and instructional aides
- Support classes are both subject-specific and general resource support, and occur in small groups or 1:1 settings with teachers
- Ongoing collaboration between gen ed and special ed teachers to maximize IEP supports and accommodations
- Annual and triennial meetings are held via Zoom
- Services and goal progress are tracked by IAs and ed specialists
- Daily special ed. team meetings to discuss successes and challenges and further develop supports
- Continuous monitoring of policy guidelines and best practices at the County, SELPA, state and federal levels

EBIA's administration, teachers and support staff remain dedicated to serving our students with IEPs with the highest level of integrity and success during this time.

Actions Related to the Distance Learning Program [additional rows and actions may be added as necessary]

Description	Total Funds	Contributing
ECHO (LMS)	\$12,500	N
NWEA, student assessments	\$7,800	Y
A3K/Empower3K	\$17,000	Y
Apex licenses	\$7,500	Y
Padlet	\$1,200	N
EdPuzzle	\$1,140	N
MosaMack	\$450	N
ALEKS	\$14,000	Y
CPM	\$5,758	Y
APEX Tutorials	\$360	Y
Document Camera	\$1,400	Y
Internet stipends for teachers \$25/month	\$15,000	N
PCs	\$30,000	Y
Chromebooks - Students	\$40,000	Y
IT support services	\$52,000	Y
Mental health support (both in-person and distance learning)		
Instructional support ELA/math (both in-person and distance learning)		

Pupil Learning Loss

[A description of how the LEA will address pupil learning loss that results from COVID-19 during the 2019–2020 and 2020–21 school years, including how the LEA will assess pupils to measure learning status, particularly in the areas of English language arts, English language development, and mathematics.]

EBIA administers NWEA’s MAP benchmark assessments 2x per year for ELA and Mathematics. The first assessment was administered and results will be analyzed to identify any student who is not proficient at this point in time. These results will be used in the development of

each student's Personalized Learning Plan (PLP). Advisors and students will collaborate to identify any issues caused by distance learning to develop supports that can maximize growth. This data will also inform teachers on lesson planning and pacing and guide professional development decisions.

Initial ELPAC assessments will be administered by our Director of Student Services and our Spanish teachers who trained to administer the assessments.

Pupil Learning Loss Strategies

[A description of the actions and strategies the LEA will use to address learning loss and accelerate learning progress for pupils, as needed, including how these strategies differ for pupils who are English learners; low-income; foster youth; pupils with exceptional needs; and pupils experiencing homelessness.]

At the end of the 2019-20 school year, students were engaged in capstone projects for the last three weeks of school. This gave teachers the flexibility to guide students through credit recovery (Upper) and skill recovery (Lower) programs. It was also a time for teachers to connect with students and check in as the school year came to a close. Students also had an additional 3 weeks to complete more credit recovery over the summer. EBIA believed it was important to give students additional opportunities for credit recovery considering the circumstances.

Going forward, EBIA will use our fully implemented Response to Intervention (Rtl) program. We intentionally start the Rtl process early during the onboarding process in 6th grade. This allows our Coordination of Services Team (COST) and Student Success Teams (SST) to ensure we provide early intervention and support. We will continue these supports through distance learning and even increase certain aspects. Our strategies include:

- Providing one-on-one counseling and support groups led by counselors.
- Constantly track student achievement and attendance. When there is a drop in either area, students are contacted immediately.
- Constant communication between teachers and the administration which provides a systematic response rather than a piece-meal one from all the teachers.
- We have advisory check-ins, twice a week, to ensure students are progressing through content appropriately, while also providing a socio-emotional check-in during a time where many students may feel alone or despondent.

As we analyze our MAP data, we will disaggregate based on subgroups, grade-level, and classes. We use this information to identify impactful professional development opportunities or reflect on practices and resources if we see patterns in particular groups, classes, or grade-levels. We found our spring semester impactful and effective. We will continue the same core and supplemental practices and layer in-depth aspects for gifted students and ensure interventions for students that are struggling.

Core

EBIA will continue to use standards-aligned, teacher-designed curriculum curated in ECHO (our online learning-management-system), along with core curriculum (i.e., College Prep Math), humanities texts (utilizing hard-copy social distancing pick-up, PDFs and audiobooks), virtual guest speakers, and other tools (simulations, games, virtual tours) to provide meaningful and relevant instruction adapted for online format.

Supplemental

Blended, individualized learning is a pillar of EBIA’s learning and will continue to play a main role in distance learning. These resources will also be used for students who want to challenge themselves and for skills remediation for students who want to review and master content already covered.

- ALEKS
- Khan Academy
- Achieve 3000
- Newsela
- Zearn (Engage NY)
- APEX

Effectiveness of Implemented Pupil Learning Loss Strategies

[A description of how the effectiveness of the services or supports provided to address learning loss will be measured.]

EBIA administered MAPs benchmark assessments in August. The MAP results allow us to measure progress through our adaptive blended learning curriculum and teacher assignments and assessments for each individual student. If a student is not making progress, we will increase the 1:1 intervention support while in the distance learning model and invite students in need of interventions back to campus when it is deemed safe.

Actions to Address Pupil Learning Loss [additional rows and actions may be added as necessary]

Description	Total Funds	Contributing
NWEA, MAPS benchmark assessment	\$ 7800	Y
Chromebooks	\$40,000	Y
MS Math Support	\$25,000	Y
MS Literacy Support	\$25,000	Y
US Environmental and Wellness Support	\$40,000	Y
Intersession Intensive	\$35,000	Y

A3K/Empower3K	\$17,000.00	Y
Apex	\$7,500.00	Y
ALEKS	\$14,000.00	Y
CPM	\$5,758.00	Y

Mental Health and Social and Emotional Well-Being

[A description of how the LEA will monitor and support mental health and social and emotional well-being of pupils and staff during the school year, including the professional development and resources that will be provided to pupils and staff to address trauma and other impacts of COVID-19 on the school community.]

Social-emotional growth is a pillar of EBIA's model and will continue to hold importance during distance learning.

Advisory/SEL

Advisors meet with students twice a week to check-in and deliver social-emotional learning curriculum as appropriate. Advisories also continue with spirit activities and friendly competitions, organized by our Student Governments and Deans of Students. [Here](#) are some examples.

College and Career Counseling

Similar to K-12, post-secondary education and admissions processes are rapidly changing in response to the pandemic and EBIA is committed to monitoring and advising students on the changing landscape. Students have regular access to college and career counseling as it relates to college choice, financial aid, and course selection for the following year. Additionally, students meet twice per week with their advisors to monitor academic performance as it relates to their college success. 11th and 12th graders attend family meetings to discuss both the changing college admissions landscape and continue to create sustainable plans for the future.

Linked Learning

Students are engaged in the four pillars of our Computer Science and Design Innovation Linked Learning Pathway (Rigorous Academics, Career Tech Ed, Comprehensive Student Supports, and Work-Based Learning). All students continue to complete their normal A-G and CTE courses. In addition, they have regular access to college and career counseling, IEP supports/accommodations, and advisory. Any students enrolled in specialized support classes continue to attend those classes. In addition we are continuing to engage students in virtual work-based learning activities through our Innovator Talk series and other advisory-based activities.

Events/Celebrations

EBIA deeply values celebrations and is exploring virtual and delayed in-person celebrations for our graduates and other groups with all stakeholders. We are working with the Dean of Students and Student Government to plan and prioritize events and celebrations.

During the pandemic EBIA became a hub for information and resources beyond academics for our families. We kept our [website updated](#) and included information in emails around financial, medical, housing, mental health, transportation, housing, culture resources.

It was obvious to the community, our teachers and staff were going above and beyond their job duties to provide stability to the students during these unsettling times. In appreciation, our Parent Advisory Council created means for sharing acknowledgement and appreciation of our teaching staff to provide additional social-emotional support for our staff's well-being. At the end of the year, they delivered tokens of appreciation in the form of gift baskets. Our administration also sent small tokens of gratitude to our staff and teachers such as Peet's gift cards.

Pupil and Family Engagement and Outreach

[A description of pupil engagement and outreach, including the procedures for tiered reengagement strategies for pupils who are absent from distance learning and how the LEA will provide outreach to pupils and their parents or guardians, including in languages other than English, when pupils are not meeting compulsory education requirements, or if the LEA determines the pupil is not engaging in instruction and is at risk of learning loss.]

Our average attendance in the spring and the first month of the fall has been in the mid or upper 90%. We anticipate our attendance rates will remain high with our team engagement approach.

Tier I: When a student is absent, families receive robocalls and their teacher as well as Office Manager reach out and check in via phone and email.

Tier II: If a student misses a second day, the students advisor and the administration (Dean of Students) are looped in to identify patterns. Was it one class? A whole day? The Dean of Students reaches out to the family via phone and email.

Tier III: Administration (Director of Enrollment and Student Data) calls the family to do a wellness check and invites the student, family, advisor, and administrator to a team meeting. Family receives a SARB letter.

As a small tight knit community, our students are held accountable and we do not want students to fall through the cracks. A translator will participate when requested.

School Nutrition

[A description of how the LEA will provide nutritionally adequate meals for all pupils, including those students who are eligible for free or reduced-price meals, when pupils are participating in both in-person instruction and distance learning, as applicable.]

In spring, EBIA first directed families to OUSD’s food distribution service, and then upon feedback resumed our shelf-stable food pick-up on campus. EBIA serves Revolution Foods’ healthy, pre-packaged meals to our students. Our locations make it difficult for most families to pick-up lunches from our campuses. We also provide OUSD’s information for their Grab n’ Go lunch programs. Pick-up days are Monday and Thursday between 8am and 1pm at 22 locations across Oakland and are available to all children in Oakland, 18 years old and younger. Families can pick up multiple days worth of meals at once. Information on locations can be found [here](#). When EBIA can safely resume on-campus learning, Revolution Foods, will continue to provide lunches for our students.

Additional Actions to Implement the Learning Continuity Plan [additional rows and actions may be added as necessary]

Section	Description	Total Funds	Contributing
N/A	N/A	[\$ 0.00]	[Y/N]

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students

Percentage to Increase or Improve Services	Increased Apportionment Based on the Enrollment of Foster Youth, English Learners, and Low-Income students
6.34%	\$307,017

Required Descriptions

[For the actions being provided to an entire school, or across the entire school district or county office of education (COE), an explanation of (1) how the needs of foster youth, English learners, and low-income students were considered first, and (2) how these actions are effective in meeting the needs of these students.]

EBIA’s program is Diverse by Design and has integrated classrooms and a heterogeneous student body. It is embedded in the foundation of our school. We believe being in a diverse classroom with no tracking prepares students for the 21st century. With this understanding, we use specific, targeted adaptive programs such as ALEKS, Khan Academy, and Achieve3000. Blended learning allows students to make incremental progress from their point of entry into EBIA, at their own pace. Students have specific periods in their schedule to receive small group instruction in addition to targeted online instructions. EBIA also has a robust RtI program that can target struggling students. Every

aspect of our program was intentionally chosen with the expectation we would be serving subgroups that are often not at meeting grade-level standards.

[A description of how services for foster youth, English learners, and low-income students are being increased or improved by the percentage required.]

The following actions are designed to increase or improve services to our unduplicated students to provide actions and services above and beyond our base program for ALL students to address challenges disproportionately affecting socioeconomically disadvantaged, English Learners, and foster youth. These actions and services include:

FTE counselor

Dean of Students to focus on culture and discipline policies

Director of Student Support Services - coordinate services for EL students

Pay test fees which include AP, PSAT, and SAT for students who qualify for FRL

5 instructional aides to provide push-in or distance learning support services

Intersession Program

Chromebooks

Hotspots

Materials and supplies for distance learning

APEX - credit recovery

APEX Tutorial - skill recovery

Cover Sheet

EBIA Academic Update

Section: *III. Academic Excellence*
Item: *B. EBIA Academic Update*
Purpose: *Discuss*
Submitted by:
Related Material: *EBIA academic update Sep 2020.pdf*

Board Academic Update September 2020



Overview

- AP exams - 2019 to 2020
- Map Testing - Winter 2020 to Fall 2020

AP Exams

- AP course is required to graduate, taking exam is suggested but optional
- Modified Testing Process in 2020 (online, shortened, many tech issues)
- Students participated in 11 exams
- 6 of 11 had an average score above state and global averages
 - Art, Calc BC, Env. Sci, Research, Seminar, World History,
- 5 of 11 had an average score below state and global averages
 - CS Principles, Lang, Lit, Phys 1, US History
- 2019 --> 2020
 - 7 --> 11 courses
 - 2.5 --> 3.0 average score
 - 49% --> 65% pass rate

Organization Summary (Total Students: 122)**2020**

	2D Art Dsgn	Calc BC	Comp Sci Prin	Eng Lang Comp	Eng Lit Comp	Env Sci	Phys 1	Res	Sem	US Hist	Worl Hist Mod	Total Exams
Number of Exams	7	19	8	29	22	22	15	14	27	17	25	205
Average Score	3.7	4.4	2.4	2.7	2.8	2.8	2.1	3.3	3.5	2.4	2.9	3.0
Percent of Exams with Scores of 3 or Higher	86%	95%	38%	55%	59%	55%	33%	71%	93%	47%	68%	65%

Organization Summary (Total Students: 108)**2019**

	Comp Sci Prin	Eng Lang Comp	Env Sci	Phys 1	Sem	US Hist	Worl Hist Mod	Total Exams
Number of Exams	19	30	25	18	21	40	36	189
Average Score	2.8	2.6	2.3	2.4	3.2	2.3	2.3	2.5
Percent of Exams with Scores of 3 or Higher	63%	47%	28%	56%	90%	40%	42%	49%

Scholar Summary (Total Scholars: 37; Average Score: 3.43)

2020

	AP Scholar	AP Scholar with Honor	AP Scholar with Distinction	National AP Scholar	AP Capstone Diploma	AP Seminar and Research Certificate
Number of Scholars	22	6	8	2	6	4
Average Score	2.95	3.44	3.94	4.38	3.69	2.78

Scholar Summary (Total Scholars: 16; Average Score: 3.33)

2019

	AP Scholar	AP Scholar with Honor	AP Scholar with Distinction
Number of Scholars	11	2	3
Average Score	2.98	3.43	4.00

AP Scholar and Capstone Summary

2019 → 2020

- AP Scholars 16 → 37
- Avg score: 3.33 → 3.43

AP Capstone 2020

- Capstone Diplomas: 6 (pass Sem, Research, and 4 other tests)
- Sem and Research Certificates: 4 (pass Sem and Research)

AP Demographic Summary (2020)

Subgroup	Average score	Avg # exams taken	% of AP exam takers	% of upper school
Asian	3.0	1.5	11%	7%
Black or AA	2.2	1.5	12%	18%
Latino	2.5	1.6	20%	34%
Two or More Races	2.9	2.0	21%	16%
White	3.3	1.7	35%	25%

Who takes AP exams?

Who passes AP exams?

AP Demographic Summary (2020)

Subgroup	Average score	Avg # exams taken	% of AP exam takers	% of upper school
All AP exam takers	2.9	1.7	100% (122 students)	49%
FRL	2.6	1.4	29% (36)	43%
IEP	1.6	1.0	6% (7)	16%
EL	2.8	2.5	2% (2)	7%

Who takes AP exams?

Who passes AP exams?

Fall 2020 MAP testing

- Remote Testing in Advisory Groups
- Shorter test (20 questions vs 40-50)
- Grades 6-12
- Used to inform RTI groupings and targeted supports
- Remote testing attendance is lower than in person (missing about 11% students this fall, usually missing about 3-5%)
- Underserved populations more likely to not have valid test result in remote setting (as of 9/21) (20-30% missing)

MAP Achievement Norms

2020 Reading Student Achievement Norms						
Grade	Fall		Winter		Spring	
	Mean	SD	Mean	SD	Mean	SD
K	136.65	12.22	146.28	11.78	153.09	12.06
1	155.93	12.66	165.85	13.21	171.40	14.19
2	172.35	15.19	181.20	15.05	185.57	15.49
3	186.62	16.65	193.90	16.14	197.12	16.27
4	196.67	16.78	202.50	16.25	204.83	16.31
5	201.16	16.36	209.12	15.88	216.36	16.37
6	210.17	16.46	213.81	15.98	215.36	16.03
7	214.20	16.51	217.09	16.21	218.36	16.38
8	218.01	17.04	220.52	16.69	221.66	16.87
9	218.90	19.02	220.52	18.73	221.40	19.03
10	221.47	17.92	222.91	17.81	223.51	18.20
11	223.53	17.73	224.64	17.80	224.71	18.50
12	223.80	19.32	223.85	21.21	224.33	23.08

2020 Mathematics Student Achievement Norms						
Grade	Fall		Winter		Spring	
	Mean	SD	Mean	SD	Mean	SD
K	139.56	12.45	150.13	11.94	157.11	12.03
1	160.05	12.43	170.18	12.59	176.40	13.18
2	175.04	12.98	184.07	13.01	189.42	13.44
3	188.48	13.45	196.23	13.64	201.08	14.11
4	199.55	14.40	206.05	14.90	210.51	15.56
5	209.15	15.15	214.76	15.86	218.75	16.76
6	214.75	16.12	219.56	16.74	222.88	17.47
7	220.21	17.41	224.04	17.96	226.73	18.60
8	224.92	18.94	228.12	19.33	230.30	19.95
9	226.43	19.83	228.67	20.06	230.03	20.63
10	229.07	20.23	231.21	20.61	232.42	21.25
11	231.72	20.61	233.49	20.91	234.25	21.65
12	233.02	21.60	233.31	23.07	234.19	24.63

Fall 2020 MAP testing

	Winter 2020		Fall 2020	
	Reading	Math	Reading	Math
2027	//	//	212	209
2026	213	214	217	217
2025	221	228	225	228
2024	222	229	222	230
2023	217	231	226*	236*
2022	226	234	225	234
2021	229	249	221*	239*

Fall 2020 MAP testing subgroups

	Winter 2020		Fall 2020	
	Reading	Math	Reading	Math
Whole School (571)	220	229	220	225
FRL (168)	214	221	217*	222*
IEP (45)	209	214	212*	215*
EL (27)	203	207	197*	205*

Fall 2020 MAP testing subgroups

	Winter 2020		Fall 2020	
	Reading	Math	Reading	Math
Whole School (571)	220	229	220	225
Black or AA (133)	209	217	213	214
Latino (211)	216	224	215	220
2 or more (62)	225	237	224	233
White (123)	231	241	233	239

MAP Data → RTI Groupings

- Targeted students 2 grade levels or more below proficiency
- Correlated to Achieve 3000 Lexile and ALEKS Knowledge and Thinking Test
 - Class of 2027 - 28 (Math), 35 (Literacy)
 - Class of 2026 - 25 (Math), 31 (Literacy)
 - Class of 2025 - 13 (Math)

Cover Sheet

Year To Date Finance Update

Section: *IV. Finance and Development*
Item: *A. Year To Date Finance Update*
Purpose: *Discuss*
Submitted by:
Related Material: *EBIA 20-21 AUG Financials 2020.09.21 CF.pdf*
EBIA 20-21 AUG Financials 2020.09.21 YTD.pdf
EBIA_financial summary for the board_Sep 2020.pdf

East Bay Innovation Academy
 Monthly Cash Forecast
 As of Aug close

	2020/21												Forecast	AP/AR
	Actual & Projected													
	Jul Actual	Aug Actual	Sep Projected	Oct Projected	Nov Projected	Dec Projected	Jan Projected	Feb Projected	Mar Projected	Apr Projected	May Projected	Jun Projected		
Beginning Cash	1,110,305	1,267,607	1,144,344	1,375,549	1,317,466	1,408,981	1,267,588	1,203,777	1,261,322	1,034,057	668,023	315,310		
Revenue														
LCFF Entitlement	-	279,910	369,501	491,706	462,027	462,027	491,706	462,027	370,057	166,187	166,187	166,187	5,418,258	1,530,737
Federal Income	-	-	350,321	13,195	63,848	7,598	13,195	63,848	46,348	13,195	7,598	26,973	743,589	137,473
Other State Income	16,164	19,827	37,085	54,355	126,335	37,085	37,085	111,739	20,045	56,368	43,797	22,409	789,955	207,658
Local Revenues	0	2,290	(1,025)	1,264	42,214	1,264	23,830	43,409	4,399	5,270	35,850	4,399	173,402	10,238
Fundraising and Grants	4,237	21,525	6,154	8,571	8,571	8,571	8,571	13,571	8,571	8,571	8,571	8,571	144,056	30,000
Total Revenue	20,401	323,552	762,036	569,092	702,995	516,545	574,388	694,593	449,420	249,592	262,003	228,539	7,269,259	1,916,104
Expenses														
Compensation & Benefits	172,527	418,192	480,082	440,519	439,420	439,420	448,215	440,519	440,519	435,808	435,808	325,323	4,916,795	441
Books & Supplies	536	28,813	39,542	36,876	36,876	36,876	36,876	36,876	36,876	36,876	36,876	36,876	400,774	-
Services & Other Operating Expenses	55,420	107,606	193,667	147,631	161,601	181,648	147,126	154,598	195,147	139,697	139,671	180,723	1,879,673	75,138
Capital Outlay	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenses	228,483	554,611	713,291	625,027	637,897	657,944	632,216	631,993	672,543	612,381	612,356	542,921	7,197,241	75,578
Operating Cash Inflow (Outflow)	(208,082)	(231,059)	48,745	(55,935)	65,098	(141,399)	(57,829)	62,600	(223,123)	(362,789)	(350,352)	(314,382)	72,018	1,840,526
Revenues - Prior Year Accruals	463,920	233,880	155,995	6,701	34,296	6,930	-	-	-	-	-	-	-	-
Expenses - Prior Year Accruals	(8,192)	(31,679)	-	-	-	-	-	-	-	-	-	-	-	-
Accounts Receivable - Current Year	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Accounts Payable - Current Year	(97,200)	(112,521)	-	-	-	-	-	-	-	-	-	-	-	-
Summerholdback for Teachers	(115,784)	18,117	26,465	26,465	26,465	26,465	26,465	26,465	26,465	26,465	26,465	26,465	26,465	26,465
Loans Payable (Current)	-	-	-	(35,314)	(34,345)	(33,389)	(32,448)	(31,520)	(30,607)	(29,709)	(28,825)	(27,956)	(27,956)	(27,956)
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	1,375,549	1,317,466	1,408,981	1,267,588	1,203,777	1,261,322	1,034,057	668,023	315,310	(563)		

East Bay Innovation Academy

Budget vs. Actuals

As of Aug close

	Actual		Budget vs. Actual			Budget				
	Jul	Aug	Actual YTD	Budget YTD	Variance (YTD less Budget)	Approved Budget	Current Forecast	Variance (Budget vs. Current Forecast)	Forecast Remaining	% of Forecast Spent
SUMMARY										
Revenue										
LCFF Entitlement	-	279,910	279,910	279,909	1	5,148,063	5,418,258	270,195	5,138,348	5%
Federal Revenue	-	-	-	-	-	451,076	743,589	292,513	743,589	0%
Other State Revenues	16,164	19,827	35,991	31,933	4,058	764,156	789,955	25,798	753,964	5%
Local Revenues	0	2,290	2,290	0	2,289	298,717	173,402	(125,316)	171,112	1%
Fundraising and Grants	4,237	21,525	25,762	15,000	10,762	167,050	144,056	(22,994)	118,294	18%
Total Revenue	20,401	323,552	343,953	326,842	17,111	6,829,062	7,269,259	440,197	6,925,307	5%
Expenses										
Compensation and Benefits	172,527	418,192	590,719	543,331	(47,388)	4,730,861	4,916,795	(185,934)	4,326,076	12%
Books and Supplies	536	28,813	29,349	110,873	81,525	291,639	400,774	(109,135)	371,425	7%
Services and Other Operating Expenditures	55,420	107,606	163,026	186,597	23,572	1,787,432	1,879,673	(92,240)	1,716,647	9%
Depreciation	-	-	-	-	-	-	-	-	-	-
Total Expenses	228,483	554,611	783,094	840,802	57,709	6,809,932	7,197,241	(387,309)	6,414,148	11%
Operating Income	(208,082)	(231,059)	(439,141)	(513,960)	74,819	19,130	72,018	52,888	511,159	
Fund Balance										
Beginning Balance (Unaudited)	688,226	480,144	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	(208,082)	(231,059)	(439,141)	(513,960)		19,130	72,018			
Ending Fund Balance	480,144	249,085	249,085	174,266		707,356	760,244			
Capital Outlay										
	-	-	-	-		-	-			

East Bay Innovation Academy

Budget vs. Actuals

As of Aug close

Detail	Actual		Budget vs. Actual			Budget				
	Jul	Aug	Actual YTD	Budget YTD	Variance (YTD less Budget)	Approved Budget	Current Forecast	Variance (Budget vs. Current Forecast)	Forecast Remaining	% of Forecast Spent
Enrollment Breakdown		M1								
6		111				119	112	(7)		
7		128				120	128	8		
8		124				118	123	5		
9		63				70	60	(10)		
10		77				80	76	(4)		
11		63				80	64	(16)		
12		64				60	64	4		
Enrollment Summary						-	-	-		
4-6		111				119	112	(7)		
7-8		252				238	251	13		
9-12		267				290	264	(26)		
Total Enrolled		630				647	627	(20)		
ADA %										
4-6		97.6%				95%	95%			
7-8		96.6%				95%	95%			
9-12		95.2%				92%	92%			
Average		96.2%				94%	94%			
ADA										
4-6		110.1				113.1	106.4			
7-8		243.9				226.1	238.5			
9-12		252.1				266.8	242.9			
Total ADA		606.1				606.0	587.7			
Demographic Information										
Prior Year										
ADA (P-2)						594	593.58			
CALPADS Enrollment (for unduplicated % calc)						620	620			
# Unduplicated Count (CALPADS)						207	207			
# Free & Reduced Lunch (FRL) (CALPADS)						177	177			
# ELL (CALPADS)						39	39			
Current Year						-	-			
CALPADS Enrollment (for unduplicated % calc)						647	627			
# Unduplicated Count (CALPADS)						216	209			
# Free & Reduced Lunch (FRL) (CALPADS)						185	179			
# ELL (CALPADS)						41	39			
New Students						27	7			

East Bay Innovation Academy

Budget vs. Actuals

As of Aug close

		Actual		Budget vs. Actual			Budget				
		Jul	Aug	Actual YTD	Budget YTD	Variance (YTD less Budget)	Approved Budget	Current Forecast	Variance (Budget vs. Current Forecast)	Forecast Remaining	% of Forecast Spent
REVENUE											
LCFF Entitlement											
8011	Charter Schools LCFF - State Aid	-	190,317	190,317	190,317	0	3,506,520	3,806,332	299,812	3,616,015	5%
8012	Education Protection Account Entitlement	-	-	-	-	-	121,190	118,716	(2,474)	118,716	0%
8019	State Aid - Prior Years	-	-	-	-	-	-	-	-	-	0%
8096	Charter Schools in Lieu of Property Taxes	-	89,593	89,593	89,593	0	1,520,353	1,493,210	(27,143)	1,403,617	6%
SUBTOTAL - LCFF Entitlement		-	279,910	279,910	279,909	1	5,148,063	5,418,258	270,195	5,138,348	5%
8100 Federal Revenue											
8181	Special Education - Entitlement	-	-	-	-	-	77,500	77,500	-	77,500	0%
8182	Special Education Reimbursement	-	-	-	-	-	284,000	225,000	(59,000)	225,000	0%
8220	Child Nutrition Programs	-	-	-	-	-	39,131	37,921	(1,210)	37,921	0%
8291	Title I	-	-	-	-	-	38,055	38,055	-	38,055	0%
8292	Title II	-	-	-	-	-	12,390	12,390	-	12,390	0%
8294	Title IV	-	-	-	-	-	-	10,000	10,000	10,000	0%
8299	All Other Federal Revenue	-	-	-	-	-	-	342,723	342,723	342,723	0%
SUBTOTAL - Federal Income		-	-	-	-	-	451,076	743,589	292,513	743,589	0%
8300 Other State Revenues											
8319	Other State Apportionments - Prior Years	237	-	237	-	237	-	237	237	-	100%
8381	Special Education - Entitlement (State)	15,927	19,827	35,754	31,933	3,821	372,623	357,273	(15,350)	321,519	10%
8382	Special Education Reimbursement (State)	-	-	-	-	-	99,792	97,416	(2,376)	97,416	0%
8520	Child Nutrition - State	-	-	-	-	-	3,261	3,160	(101)	3,160	0%
8545	School Facilities Apportionments	-	-	-	-	-	178,500	178,500	-	178,500	0%
8550	Mandated Cost Reimbursements	-	-	-	-	-	17,270	17,270	-	17,270	0%
8560	State Lottery Revenue	-	-	-	-	-	92,710	89,923	(2,788)	89,923	0%
8590	All Other State Revenue	-	-	-	-	-	-	46,176	46,176	46,176.00	0%
SUBTOTAL - Other State Income		16,164	19,827	35,991	31,933	4,058	764,156	789,955	25,798	753,964	5%
8600 Other Local Revenue											
8634	Food Service Sales	-	-	-	-	-	13,044	12,640	(403)	12,640	0%
8660	Interest	0	0	0	0	(0)	1	1	-	1.20	8%
8690	Other Local Revenue	-	2,290	2,290	-	2,290	19,410	18,810	(600)	16,520.47	12%
8699	All Other Local Revenue	-	-	-	-	-	150,000	-	(150,000)	-	0%
8701	Oakland Measure N	-	-	-	-	-	76,688	102,375	25,688	102,375	0%
8703	Oakland Measure G1	-	-	-	-	-	39,575	39,575	-	39,575	0%
SUBTOTAL - Local Revenues		0	2,290	2,290	0	2,289	298,717	173,402	(125,316)	171,112	1%

East Bay Innovation Academy

Budget vs. Actuals

As of Aug close

	Actual		Budget vs. Actual			Budget				
	Jul	Aug	Actual YTD	Budget YTD	Variance (YTD less Budget)	Approved Budget	Current Forecast	Variance (Budget vs. Current Forecast)	Forecast Remaining	% of Forecast Spent
	8800 Donations/Fundraising									
8801 Donations - Parents	3,887	4,452	8,339	-	8,339	97,050	94,050	(3,000)	85,711	9%
8802 Donations - Private	350	17,067	17,417	15,000	2,417	50,000	50,000	-	32,583	35%
8803 Fundraising	-	6	6	-	6	20,000	6	(19,994)	-	100%
SUBTOTAL - Fundraising and Grants	4,237	21,525	25,762	15,000	10,762	167,050	144,056	(22,994)	118,294	18%
TOTAL REVENUE	20,401	323,552	343,953	326,842	17,111	6,829,062	7,269,259	440,197	6,925,307	5%

East Bay Innovation Academy

Budget vs. Actuals

As of Aug close

		Actual		Budget vs. Actual			Budget				
		Jul	Aug	Actual YTD	Budget YTD	Variance (YTD less Budget)	Approved Budget	Current Forecast	Variance (Budget vs. Current Forecast)	Forecast Remaining	% of Forecast Spent
EXPENSES											
Compensation & Benefits											
1000	Certificated Salaries	-	-								
1100	Teachers Salaries	1,000	191,716	192,716	179,448	(13,268)	2,092,430	2,053,962	38,469	1,861,246	9%
1103	Teacher - Substitute Pay	-	-	-	952	952	10,000	10,000	-	10,000	0%
1148	Teacher - Special Ed	500	25,555	26,055	6,632	(19,422)	258,167	259,367	(1,200)	233,313	10%
1160	Teacher - Custom 2	-	15,430	15,430	21,116	5,686	157,280	157,880	(600)	142,450	10%
1300	Certificated Supervisor & Administrator Salaries	16,525	27,660	44,186	37,681	(6,505)	226,085	320,025	(93,940)	275,840	14%
1311	Cert Admin - DESEL, Curr. Instr.	46,238	44,307	90,545	80,043	(10,502)	523,332	522,298	1,034	431,753	17%
SUBTOTAL - Certificated Employees		64,263	304,668	368,931	325,873	(43,059)	3,267,294	3,323,532	(56,238)	2,954,601	11%
2000 Classified Salaries											
2104	Classified - SPED	4,636	10,118	14,755	9,164	(5,591)	100,800	153,400	(52,600)	138,646	10%
2300	Classified Supervisor & Administrator Salaries	8,333	8,633	16,967	16,667	(300)	100,000	103,300	(3,300)	86,333	16%
2400	Classified Clerical & Office Salaries	7,851	10,523	18,373	14,420	(3,953)	86,520	145,540	(59,020)	127,167	13%
2402	Classified Clerical & Office Salaries - Community Enga	6,833	7,133	13,967	14,077	110	84,460	88,983	(4,523)	75,016	16%
2905	Other Classified - After School	-	-	-	-	-	49,903	37,800	12,103	37,800	0%
2928	Other Classified - Food	-	-	-	-	-	16,800	-	16,800	-	
SUBTOTAL - Classified Employees		27,654	36,408	64,061	54,327	(9,734)	438,483	529,023	(90,540)	464,962	12%
3000 Employee Benefits											
3100	STRS	7,747	46,231	53,979	52,628	(1,350)	527,668	536,750	(9,082)	482,772	10%
3300	OASDI-Medicare-Alternative	3,822	8,074	11,897	8,204	(3,693)	81,291	89,060	(7,770)	77,164	13%
3400	Health & Welfare Benefits	55,643	16,543	72,186	86,817	14,631	347,269	368,105	(20,836)	295,919	20%
3500	Unemployment Insurance	126	1,705	1,831	1,987	155	22,575	22,575	-	20,744	8%
3600	Workers Comp Insurance	12,462	4,108	16,570	12,739	(3,831)	37,058	38,526	(1,468)	21,956	43%
3900	Other Employee Benefits	809	455	1,264	757	(507)	9,223	9,223	-	7,959	14%
SUBTOTAL - Employee Benefits		80,610	77,116	157,726	163,132	5,405	1,025,084	1,064,240	(39,156)	906,513	15%

East Bay Innovation Academy

Budget vs. Actuals

As of Aug close

	Actual		Budget vs. Actual				Budget			
	Jul	Aug	Actual YTD	Budget YTD	Variance	Approved Budget	Current	Variance	Forecast	% of Forecast
					(YTD less Budget)		Forecast	(Budget vs. Current Forecast)	Remaining	
4000 Books & Supplies										
4100 Approved Textbooks & Core Curricula Materials	-	-	-	7,591	7,591	14,234	13,794	440	13,794.00	0%
4200 Books & Other Reference Materials	-	-	-	1,068	1,068	3,204	3,204	-	3,204.28	0%
4300 Materials & Supplies	-	-	-	6,731	6,731	20,194	34,485	(14,291)	34,485.00	0%
4320 Educational Software	-	23,632	23,632	31,056	7,424	58,230	66,430	(8,200)	42,798	36%
4330 Office Supplies	536	665	1,201	4,853	3,652	29,115	28,215	900	27,014	4%
4400 Noncapitalized Equipment	-	-	-	1,734	1,734	10,404	10,404	-	10,404	0%
4410 Classroom Furniture, Equipment & Supplies	-	734	734	8,000	7,266	20,000	35,000	(15,000)	34,266	2%
4420 Computers (individual items less than \$5k)	-	-	-	32,000	32,000	40,000	80,000	(40,000)	80,000	0%
4423 Staff Computers	-	882	882	16,000	15,118	20,000	35,000	(15,000)	34,118.18	3%
4430 Non Classroom Related Furniture, Equipment & Supplies	-	-	-	1,667	1,667	10,000	30,000	(20,000)	30,000.00	0%
4710 Student Food Services	-	2,900	2,900	-	(2,900)	65,218	63,202	2,016	60,301.60	5%
4720 Other Food	-	-	-	173	173	1,040	1,040	-	1,040	0%
SUBTOTAL - Books and Supplies	536	28,813	29,349	110,873	81,525	291,639	400,774	(109,135)	371,425	7%

East Bay Innovation Academy

Budget vs. Actuals

As of Aug close

	Actual		Budget vs. Actual				Budget			
	Jul	Aug	Actual YTD	Budget YTD	Variance (YTD less Budget)	Approved Budget	Current	Variance	Forecast	% of Forecast Spent
							Forecast	(Budget vs. Current Forecast)	Remaining	
5000 Services & Other Operating Expenses										
5220 Travel and Lodging	-	-	-	-	-	5,000	5,000	-	5,000	0%
5300 Dues & Memberships	2,995	1,510	4,505	-	(4,505)	12,511	15,511	(3,000)	11,006	29%
5450 Insurance - Other	15,232	5,123	20,355	38,921	18,566	113,225	78,375	34,850	58,020	26%
5515 Janitorial, Gardening Services & Supplies	-	16,552	16,552	-	(16,552)	156,000	156,000	-	139,448	11%
5535 Utilities - All Utilities	882	4,513	5,395	16,000	10,605	96,000	96,000	-	90,605	6%
5610 Rent	26,745	37,000	63,745	39,667	(24,078)	238,000	238,000	-	174,255	27%
5611 Prop 39 Related Costs	-	-	-	-	-	135,494	131,306	4,188	131,306	0%
5615 Repairs and Maintenance - Building	-	-	-	-	-	10,404	10,404	-	10,404	0%
5616 Repairs and Maintenance - Computers	-	-	-	-	-	10,000	10,000	-	10,000	0%
5803 Accounting Fees	-	-	-	-	-	15,000	15,000	-	15,000	0%
5806 Assemblies	-	-	-	-	-	7,500	7,500	-	7,500	0%
5809 Banking Fees	17	8,000	8,017	5,833	(2,184)	35,000	35,000	-	26,983	23%
5810 Intersession	-	-	-	-	-	-	35,000	(35,000)	35,000	0%
5812 Business Services	-	8,468	8,468	11,444	2,977	68,666	68,666	-	60,199	12%
5815 Consultants - Instructional	-	-	-	3,333	3,333	10,000	10,000	-	10,000	0%
5820 Consultants - Non Instructional - Custom 1	-	-	-	-	-	25,000	25,000	-	25,000	0%
5822 Consultants - Non Instructional - Custom 3	-	-	-	-	-	25,000	25,000	-	25,000	0%
5824 District Oversight Fees	-	-	-	-	-	51,481	54,183	(2,702)	54,183	0%
5836 Fingerprinting	-	121	121	1,383	1,262	3,457	3,457	-	3,336	4%
5839 Fundraising Expenses	332	20	352	-	(352)	15,000	15,000	-	14,648	2%
5843 Interest - Loans Less than 1 Year	-	-	-	-	-	-	6,356	(6,356)	6,356	0%
5845 Legal Fees	-	1,416	1,416	-	(1,416)	60,000	60,000	-	58,584	2%
5851 Marketing and Student Recruiting	-	3,850	3,850	-	(3,850)	731	10,000	(9,269)	6,150	39%
5857 Payroll Fees	307	485	792	849	57	5,094	5,094	-	4,301	16%
5860 Printing and Reproduction	-	-	-	-	-	500	500	-	500	0%
5863 Professional Development	-	225	225	4,000	3,775	24,000	24,000	-	23,775	1%
5866 SPED MH Day/NPS Services	-	6,134	6,134	59,167	53,033	355,000	425,000	(70,000)	418,867	1%
5869 Special Education Contract Instructors	-	1,064	1,064	-	(1,064)	125,000	125,000	-	123,936	1%
5872 Special Education Encroachment	-	-	-	-	-	13,504	13,455	49	13,455	0%
5875 Staff Recruiting	-	-	-	-	-	7,793	7,793	-	7,793	0%
5878 Student Assessment	7,800	-	7,800	-	(7,800)	25,000	30,000	(5,000)	22,200	26%
5880 Student Health Services	-	-	-	-	-	449	449	-	449	0%
5881 Student Information System	-	-	-	-	-	30,000	30,000	-	30,000	0%
5884 Substitutes	-	-	-	-	-	20,000	20,000	-	20,000	0%
5887 Technology Services	395	12,440	12,835	-	(12,835)	50,000	50,000	-	37,165	26%
5900 Communications	677	686	1,363	6,000	4,637	36,000	36,000	-	34,637	4%
5915 Postage and Delivery	37	-	37	-	(37)	1,624	1,624	-	1,587	2%
SUBTOTAL - Services & Other Operating Exp.	55,420	107,606	163,026	186,597	23,572	1,787,432	1,879,673	(92,240)	1,716,647	9%

East Bay Innovation Academy

Budget vs. Actuals

As of Aug close

	Actual		Budget vs. Actual			Budget				
	Jul	Aug	Actual YTD	Budget YTD	Variance (YTD less Budget)	Approved Budget	Current	Variance	Forecast	% of Forecast Spent
							Forecast	(Budget vs. Current Forecast)	Remaining	
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	228,483	554,611	783,094	840,802	57,709	6,809,932	7,197,241	(387,309)	6,414,148	11%
6900 Total Depreciation (includes Prior Years)	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENSES including Depreciation	228,483	554,611	783,094	840,802	57,709	6,809,932	7,197,241	(387,309)	6,414,148	11%



Financial Update

EBIA, September 2020

July and August: Distance Learning Start

	Jul	Aug	Actual YTD	Budget YTD	Variance (YTD less Budget)
SUMMARY					
Revenue					
LCFF Entitlement	-	279,910	279,910	279,909	1
Federal Revenue	-	-	-	-	-
Other State Revenues	16,164	19,827	35,991	31,933	4,058
Local Revenues	0	2,290	2,290	0	2,289
Fundraising and Grants	4,237	21,525	25,762	15,000	10,762
Total Revenue	20,401	323,552	343,953	326,842	17,111
Expenses					
Compensation and Benefits	172,527	418,192	590,719	543,331	(47,388)
Books and Supplies	536	28,813	29,349	110,873	81,525
Services and Other Operating Expenditures	55,420	107,606	163,026	186,597	23,572
Depreciation	-	-	-	-	-
Total Expenses	228,483	554,611	783,094	840,802	57,709
Operating Income	(208,082)	(231,059)	(439,141)	(513,960)	74,819
Fund Balance					
Beginning Balance (Unaudited)	688,226	480,144	688,226	688,226	
Audit Adjustment	-	-	-	-	
Beginning Balance (Audited)	688,226		688,226	688,226	
Operating Income	(208,082)	(231,059)	(439,141)	(513,960)	
Ending Fund Balance	480,144	249,085	249,085	174,266	

5% of revenue forecast received, 11% of expenses spent



Actuals Highlights

Revenues

- LCFF and SPED entitlement
- No federal revenues yet
- Quest Foundation grant

Notable expenses

- IT readiness stipend for staff: \$300 per employee
- New staff devices and equipment to facilitate distance learning
- Distance Learning platforms
- Assessments
- IT support
- Line of Credit

Approved Budget v. Current Forecast

FY 20-21 forecast at \$7.2M (approved budget \$6.8M)

- State budget approved in June
- CAREs Act Learning Loss Mitigation
- Distance Learning, COVID-19 readiness

	Approved Budget	Current Forecast	Variance (Budget vs. Current Forecast)
SUMMARY			
Revenue			
LCFF Entitlement	5,148,063	5,418,258	270,195
Federal Revenue	451,076	743,589	292,513
Other State Revenues	764,156	789,955	25,798
Local Revenues	298,717	173,402	(125,316)
Fundraising and Grants	167,050	144,056	(22,994)
Total Revenue	6,829,062	7,269,259	440,197
Expenses			
Compensation and Benefits	4,730,861	4,916,795	(185,934)
Books and Supplies	291,639	400,774	(109,135)
Services and Other Operating Expenditures	1,787,432	1,879,673	(92,240)
Depreciation	-	-	-
Total Expenses	6,809,932	7,197,241	(387,309)
Operating Income	19,130	72,018	52,888

Revenue Detail

Revenue	Change
LCFF state aid	+ \$270K
CARES Act	+ \$389K (fed and state)
SPED adjustments	-\$76K (NPS, other)
Local Rev	-\$125K
Donations/fundraising	-\$23K



Expense Detail

Expense	Change
Salary and benefits	+ \$186K (1 ops, 3 RTI)
Tech hardware	+ \$55K (staff and students)
Tech platforms	+ \$13K (engagement, assessment)
PPE, supplies	+ \$14K
Facilities	+\$35K
Intensive Intersession	+\$35K
SPED services	+\$70K
Insurance, dues	-\$27K
Marketing	+\$9K

Cash Update

Deferrals expected March-July, at least for state aid and SPED (combined ~\$1.45M)

- March: 53% deferred
- Apr-June: 82% deferred
- July: 100% deferred

PPP status TBD, repayments would begin November

May need LOC in late spring