



## East Bay Innovation Academy

### Board Meeting

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#### **Date and Time**

Wednesday April 20, 2022 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 below to attend and provide public comment at the EBIA Board Meeting.

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DUE TO Approval of Board Findings Relating to Teleconference Meetings During State of Emergency - this meeting will be held online using Zoom ONLY. Please join us!!!

#### **Zoom:**

[hipaa@eastbayia.org](mailto:hipaa@eastbayia.org) EBIA is inviting you to a scheduled Zoom meeting.

Topic: Board Meeting

Time: Apr 20, 2022 08:00 PM Pacific Time (US and Canada)

Join Zoom Meeting

<https://zoom.us/j/99094629781?pwd=OTd1MmxQWS8zd2JGeFo2aFFnYmhCdz09>

Meeting ID: 990 9462 9781

Passcode: 606793

One tap mobile

+16699009128,,99094629781# US (San Jose)

+13462487799,,99094629781# US (Houston)

Dial by your location

+1 669 900 9128 US (San Jose)

+1 346 248 7799 US (Houston)

+1 253 215 8782 US (Tacoma)

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

Meeting ID: 990 9462 9781

Find your local number: <https://zoom.us/u/aB2POc1lv>

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#### **Agenda**

	Purpose	Presenter	Time
<b>I. Opening Items</b>			<b>8:00 PM</b>
Opening Items			
<b>A. Record Attendance and Guests</b>		Rochelle Benning	1 m
<b>B. Call the Meeting to Order</b>		Rochelle Benning	1 m
<b>C. Approval of Board Findings Relating to Teleconference Meetings During State of Emergency</b>	Vote	Rochelle Benning	2 m
<b>Board findings pursuant to Government Code Section 54953(e)</b>			
<p>The Charter School Board of Directors determines, in accordance with Government Code Section 54953(e)(1)(B), that meeting in person would present imminent risks to the health or safety of attendees. Pursuant to Government Code Section 54953(e)(3), the Board has also reconsidered the circumstances of the State of Emergency declared by the Governor on March 4, 2020, and finds the State of Emergency continues to directly impact the ability of the Directors to meet safely in person and/or that State or local officials continue to impose or recommend measures to promote social distancing.</p>			
<b>D. Approve Minutes from 2/28/2022 Last East Bay Innovation Academy Board Meeting</b>	Approve Minutes	Rochelle Benning	1 m
<b>E. Approve Minutes from 3/16/2022 East Bay Innovation Academy Board Meeting</b>	Approve Minutes	Rochelle Benning	1 m
<b>F. Opening Session - Public Comment (Any Agenda or Non-Agenda Items)</b>		Rochelle Benning	15 m
Public comment is limited to a maximum of 3 minutes of comment time per speaker			
<b>II. Governance</b>			<b>8:21 PM</b>
Governance			
<b>A. Review and Approve East Bay Innovation Academy Consent Agenda Items</b>	Vote	Rochelle Benning	5 m
Consent Agenda Items:			
<ul style="list-style-type: none"> <li>- EBIA Check and Credit Card Register</li> <li>- Nonpublic School Master Contract Agreement</li> <li>- EdTec SY 22-23 Back-office Support Agreement</li> <li>- EBIA board resolution regarding authorized signers of Wells Fargo Accounts</li> </ul>			
<b>III. Academic Excellence</b>			<b>8:26 PM</b>
Academic Excellence			

	<b>Purpose</b>	<b>Presenter</b>	<b>Time</b>
<b>A. Covid-19 Update</b>	Discuss	Michelle Cho	5 m
<ul style="list-style-type: none"> <li>- Mask mandate update</li> <li>- Vaccine mandate update</li> <li>- Re-opening Plan revision update</li> </ul>			
<b>B. College and Career Readiness Update</b>	Vote	Michelle Cho	10 m
<ul style="list-style-type: none"> <li>- Class of 2022 update</li> <li>- Review and approve temporary Covid-19 adjusted high school graduation plan for Class of 2022</li> </ul>			
<b>C. Appeal of a challenge to the contents of a student record - Assignment of Neutral Adjudicator</b>	Vote	Michelle Cho	5 m
<ul style="list-style-type: none"> <li>- Per Family Educational Rights and Privacy Act and the EBIA policy on Pupil Records</li> </ul>			

**IV. Finance and Development 8:46 PM**

Finance

<b>A. Draft Schoolyear 2022-23 budget highlights</b>	Discuss	Michelle Cho	5 m
<ul style="list-style-type: none"> <li>- LCAP priorities highlighted in draft budget</li> </ul>			

**V. Facility 8:51 PM**

Facility

<b>A. East Bay Innovation Academy Monthly Facility Update</b>	Discuss	Michelle Cho	10 m
Update on EBIA facilities: <ul style="list-style-type: none"> <li>- Prop 39 SY 23</li> <li>- GGA SY 22-23</li> </ul>			

**VI. Other Business 9:01 PM**

<b>A. Confirm Board Meeting Dates through 2021 -2022 School Year</b>	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?			
April of ED candidate	TBD PM Monday, 4/25/2022 - closed session board interview		
April of ED candidate	TBD PM Tuesday, 4/26/2022 - closed session board interview		
April Executive Director	8:00PM Thursday, 4/28/2022 - closed session to select		
May	8:00PM Wednesday, 5/18/2022		
June	8:00PM Wednesday, 6/8/2022		
July	2022 Summer Break		
August	8:00PM Wednesday, 8/17/2022		
September	8:00PM Wednesday, 9/21/2022		

	Purpose	Presenter	Time
October	8:00PM Wednesday, 10/19/2022		
November	8:00PM Wednesday, 11/16/2022		
December	2022 Winter Break		
January	8:00PM Wednesday, 1/18/2023		
<b>B. Closing Session - Public Comment (Any Agenda or Non-Agenda Items)</b>	FYI	Rochelle Benning	10 m
Public comment is limited to a maximum of 3 minutes of comment time per speaker			
<b>VII. Closing Items</b>			<b>9:13 PM</b>
<b>A. Adjourn Meeting</b>	Vote	Rochelle Benning	1 m

## Cover Sheet

### Approve Minutes from 2/28/2022 Last East Bay Innovation Academy Board Meeting

**Section:** I. Opening Items  
**Item:** D. Approve Minutes from 2/28/2022 Last East Bay Innovation Academy Board Meeting  
**Purpose:** Approve Minutes  
**Submitted by:**  
**Related Material:** Minutes for Board Meeting on February 28, 2022

APPROVED



## East Bay Innovation Academy

### Minutes

#### Board Meeting

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#### Date and Time

Monday February 28, 2022 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 Approval of Board Findings Relating to Teleconference Meetings During State of Emergency - this meeting will be held online using Zoom ONLY. Please join us!!!

#### Zoom:

[hipaa@eastbayia.org](mailto:hipaa@eastbayia.org) EBIA is inviting you to a scheduled Zoom meeting.

Topic: Board Meeting

Time: Feb 28, 2022 08:00 PM Pacific Time (US and Canada)

Join Zoom Meeting

<https://zoom.us/j/92223249524?pwd=eUJFcncrcVBqOWRtUUg5eUJnVXE1dz09>

Meeting ID: 922 2324 9524

Passcode: 511928

One tap mobile

+16699009128,,92223249524# US (San Jose)

+12532158782,,92223249524# US (Tacoma)

Dial by your location

+1 669 900 9128 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Washington DC)

Meeting ID: 922 2324 9524

Find your local number: <https://zoom.us/u/acD6SNK8Ny>

**Directors Present**

Brad Edgar (remote), Jennifer Afdahl Rice (remote), Kelly Garcia (remote), Ken Berrick (remote), Rochelle Benning (remote)

**Directors Absent**

*None*

**Guests Present**

Michelle Cho (remote)

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**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 Monday Feb 28, 2022 at 8:08 PM.

**C. Approval of Board Findings Relating to Teleconference Meetings During State of Emergency**

Ken Berrick made a motion to approve teleconference meeting.  
Brad Edgar seconded the motion.  
The board **VOTED** to approve the motion.

**Roll Call**

Kelly Garcia	Aye
Ken Berrick	Aye
Jennifer Afdahl Rice	Aye
Brad Edgar	Aye
Rochelle Benning	Aye

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

Brad Edgar made a motion to approve the minutes from Board Meeting on 02-16-22.  
Ken Berrick seconded the motion.  
The board **VOTED** to approve the motion.

**Roll Call**

Kelly Garcia	Aye
Brad Edgar	Aye
Jennifer Afdahl Rice	Abstain
Rochelle Benning	Aye
Ken Berrick	Aye

**E. Re-approve Minutes from 1/31/2021 East Bay Innovation Academy Board Meeting**

Kelly Garcia made a motion to approve the minutes from Board Meeting on 01-31-22.  
Brad Edgar seconded the motion.  
The board **VOTED** to approve the motion.

**Roll Call**

Brad Edgar           Aye  
Kelly Garcia         Aye  
Rochelle Benning   Aye  
Ken Berrick          Abstain  
Jennifer Afdahl Rice Abstain

**F. Re-approve Minutes from 12/13/2021 Last East Bay Innovation Academy Board Meeting**

Kelly Garcia made a motion to approve the minutes from Board Meeting on 12-13-21.

Jennifer Afdahl Rice seconded the motion.

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

**Roll Call**

Brad Edgar           Aye  
Jennifer Afdahl Rice Aye  
Rochelle Benning   Aye  
Ken Berrick          Aye  
Kelly Garcia         Aye

**G. Re-approve Minutes from 4/21/2021 Last East Bay Innovation Academy Board Meeting**

Kelly Garcia made a motion to approve the minutes from Board Meeting on 04-21-21.

Brad Edgar seconded the motion.

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

**Roll Call**

Rochelle Benning   Aye  
Kelly Garcia         Aye  
Jennifer Afdahl Rice Abstain  
Ken Berrick          Aye  
Brad Edgar           Aye

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

No members of the public

**II. Governance**

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

Ken Berrick made a motion to approve the consent agenda as noted in the board packet.

Kelly Garcia seconded the motion.

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

**Roll Call**

Ken Berrick           Aye  
Kelly Garcia         Aye  
Rochelle Benning   Aye  
Brad Edgar           Aye  
Jennifer Afdahl Rice Aye

**III. Academic Excellence**

**A.**



**East Bay Innovation Academy Supplemental to the Annual Update to the 21-22 LCAP and Budget Overview for Parents**

Reviewed and discussed the mid year LCAP supplemental update included in the packet. The discussion of the LCAP as year progresses and the next LCAP work gets underway will ongoing with the board.

**IV. Other Business**

**A. Closing Session - Public Comment (Any Agenda or Non-Agenda Items)**

no public present

**V. Closing Items**

**A. Adjourn Meeting**

Ken Berrick made a motion to to adjourn the meeting.  
Jennifer Afdahl Rice seconded the motion.  
The board **VOTED** to approve the motion.

**Roll Call**

Jennifer Afdahl Rice	Aye
Rochelle Benning	Aye
Kelly Garcia	Aye
Ken Berrick	Aye
Brad Edgar	Aye

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 9:03 PM.

Respectfully Submitted,  
Rochelle Benning

## Cover Sheet

### Approve Minutes from 3/16/2022 East Bay Innovation Academy Board Meeting

**Section:** I. Opening Items  
**Item:** E. Approve Minutes from 3/16/2022 East Bay Innovation  
Academy Board Meeting  
**Purpose:** Approve Minutes  
**Submitted by:**  
**Related Material:** Minutes for Board Meeting on March 16, 2022



## East Bay Innovation Academy

### Minutes

#### Board Meeting

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**Date and Time**

Wednesday March 16, 2022 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 Approval of Board Findings Relating to Teleconference Meetings During State of Emergency - this meeting will be held online using Zoom ONLY. Please join us!!!

**Zoom:**

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

Topic: Board Meeting

Time: Mar 16, 2022 08:00 PM Pacific Time (US and Canada)

Join Zoom Meeting

<https://zoom.us/j/96816342145?pwd=cFppUjdwek5UQmpKTjkrQW5sS0pxUT09>

Meeting ID: 968 1634 2145

Passcode: 599718

One tap mobile

+16699009128,,96816342145# US (San Jose)

+13462487799,,96816342145# US (Houston)

Dial by your location

+1 669 900 9128 US (San Jose)

+1 346 248 7799 US (Houston)

+1 253 215 8782 US (Tacoma)

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

Meeting ID: 968 1634 2145

Find your local number: <https://zoom.us/u/ac3tvgKfH>

**Directors Present**

Brad Edgar (remote), Ken Berrick (remote), Rochelle Benning (remote)

**Directors Absent**

Jennifer Afdahl Rice, Kelly Garcia

**Guests Present**

Michelle Cho (remote)

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**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 Mar 16, 2022 at 8:13 PM.

**C. Approval of Board Findings Relating to Teleconference Meetings During State of Emergency**

Ken Berrick made a motion to approve the motion to meet via teleconference. Brad Edgar seconded the motion. The board **VOTED** to approve the motion.

**Roll Call**

Kelly Garcia	Absent
Ken Berrick	Aye
Brad Edgar	Aye
Jennifer Afdahl Rice	Absent
Rochelle Benning	Aye

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

pass - no action taken. This item was approved during the 2/28/2022 board meeting.

**E. Re-approve Minutes from 1/31/2021 East Bay Innovation Academy Board Meeting**

pass - no action taken. This item was approved during the 2/28/2022 board meeting.

**F. Re-approve Minutes from 12/13/2021 Last East Bay Innovation Academy Board Meeting**

pass - no action taken. This item was approved during the 2/28/2022 board meeting.

**G. Re-approve Minutes from 4/21/2021 Last East Bay Innovation Academy Board Meeting**

pass - no action taken. This item was approved during the 2/28/2022 board meeting.

**H.**

### **Opening Session - Public Comment (Any Agenda or Non-Agenda Items)**

one member of the public joined us and said thanks for allowing me join.

## **II. Governance**

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

Ken Berrick made a motion to approve the consent agenda.

Brad Edgar seconded the motion.

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

#### **Roll Call**

Brad Edgar	Aye
Rochelle Benning	Aye
Ken Berrick	Aye
Kelly Garcia	Absent
Jennifer Afdahl Rice	Absent

## **III. Academic Excellence**

### **A. Covid-19 Update**

Discussed that EBIA will align mask requirements to OUSD's approach on masks.

### **B. LCAP Update**

Kick off discussion overview of LCAP process for 2022 - 2023 school year

### **C. A-G Completion Grant Funding Plan**

Brad Edgar made a motion to Adopt the A-G Completion Grant Funding Plan.

Ken Berrick seconded the motion.

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

#### **Roll Call**

Brad Edgar	Aye
Ken Berrick	Aye
Rochelle Benning	Aye
Kelly Garcia	Absent
Jennifer Afdahl Rice	Absent

## **IV. Finance and Development**

### **A. Review of monthly financials**

Reviewed of the materials in the deck.

## **V. Facility**

### **A. East Bay Innovation Academy Monthly Facility Update**

We are awaiting feedback from OUSD on Prop 39.

## **VI. Other Business**

### **A.**

**Confirm Board Meeting Dates through 2021 -2022 School Year**

confirmed the date

**B. Closing Session - Public Comment (Any Agenda or Non-Agenda Items)**

no comments were made at this time

**VII. Closing Items**

**A. Adjourn Meeting**

Brad Edgar made a motion to adjourn the board meeting!

Ken Berrick seconded the motion.

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

**Roll Call**

Brad Edgar           Aye

Jennifer Afdahl Rice Absent

Kelly Garcia         Absent

Ken Berrick         Aye

Rochelle Benning   Aye

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 8:44 PM.

Respectfully Submitted,  
Rochelle Benning

## Cover Sheet

### Review and Approve East Bay Innovation Academy Consent Agenda Items

**Section:** II. Governance  
**Item:** A. Review and Approve East Bay Innovation Academy Consent  
Agenda Items  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:**  
EBIA Board Check Register Nov\_21\_Mar\_22.pdf  
EBIA TPA 2021-2022-Master-Contract.pdf  
EBIA-SOW#7-Back Office Services without AP - 04.20.2022.pdf  
EBIA board resolution re bank account signatories April 2022.pdf



**Combined Board Check Register**

**School: EBIA**

**Month: November 2021 - March 2022**

**Total Paid By Check:** \$ 869,170.56  
**Total Paid By Credit Card:** \$ 29,545.32

Payment Type	Check #/CC Account	Vendor	Transaction Date	Description	Void	Amount
Check	7208	Ambient Temperature Control, Inc	11/5/2021	Bill #16346--LS Fridge not able to adjust temp.		\$ 185.00
Check	7209	AT & T	11/5/2021	Bill #17198375--#6883 Internet Services 09/16/21 - 10/15/21		\$ 674.96
Check	7210	AT&T	11/5/2021	Bill #17187839--#2435 Internet Services 09/13/21 - 10/12/21		\$ 674.96
Check	7211	CFI	11/5/2021	Bill #19138--US Ink Cartridges 4qty ; LS Ink Cartridges 11qty		\$ 1,758.93
Check	7212	CliftonLarsonAllen LLP	11/5/2021	Bill #3054727--Progress Billing for Professional Services rendered in connection with audit for the year June 30 2021; Additional audit procedures required by Ca relating to attendance distance learning absences & Instructional time; Prof Services rendered in connection with Measure G1 audit procedures & report		\$ 7,980.00
Check	7213	CuriOdyssey	11/5/2021	Bill #110221--Winter Intersession Virtual Custom Class Program Planning Fee Qty 8; Class price Type Qty 8 (\$400 Deposit 10/19)		\$ 1,600.00
Check	7214	East Bay Speech Pathology, Inc.	11/5/2021	Bill #1577--Speech & Language Pathology services		\$ 9,096.00
Check	7215	EdTec	11/5/2021	Bill #22582--Monthly Data and Back office Service October 2021		\$ 6,625.00
Check	7216	Get Empowered	11/5/2021	Bill #GEEBIAIS1021--Fall 2021 Distance learning 1hr class intersession total of 19 Zoom lessons. Bill #GEEBIA1021--Teaching Artists to provide daily activates in Yoga Filmmaking Storytelling and Capoeira Sept 17-Oct 15		\$ 5,300.00
Check	7217	Golden Gate Academy	11/5/2021	Bill 11/20/2021--Monthly use fee for Golden Gate Academy campus Upper School EBIA site		\$ 26,500.00
Check	7218	High Resolves America	11/5/2021	Bill #101821--Intersession Videos for Change VIRTUAL Sessions 8		\$ 2,500.00

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



Payment Type	Check #/CC Account	Vendor	Transaction Date	Description	Void	Amount
Check	7219	La Cheim School, Inc	11/5/2021	Bill #JWSEP2021--JW Counseling and Guidance Qty 3; Daily Individual counseling Qty 2; Psychological Services Qty 5; Day Treatment Qty 2; Behavior Intervention Qty 6;		\$ 3,069.00
Check	7220	Law Offices of Young, Minney & Corr, LLP	11/5/2021	Bill #73154--Legal Services through 9/30/21		\$ 3,363.00
Check	7221	Lina's Janitorial Services	11/5/2021	Bill #33--Janitorial Service for US & LS 10/01/21 - 10/31/21		\$ 10,000.00
Check	7222	Michael Marzec	11/5/2021	Bill #102021--CTEL out of state pathway - code as induction		\$ 344.00
Check	7223	MPS	11/5/2021	Bill #6802570X--HS AP Environmental Sci Materials (CTB Exam View TR Flash Drive (TE HS Back ordered)) Bill #68445636--SAP+ ONL 6Use HS AP Env Sci 35qty Bill #70317658--TE HS AP Env Sci		\$ 6,677.87
Check	7224	Office Depot	11/5/2021	Bill #204270622001--Copy Paper Qty 6; Self Inking Dater		\$ 280.23
Check	7225	RAFT	11/5/2021	Bill #999--Fall 2021 Intersession 30qty Leonardo's Bridge; 30qty Wind at work; 30qty Car on a Roll; 30qty Connect-a-pult; 30qty Simple Motor Plus; 210qty Makerspace in a box; 30qty Static Merry go Round; 6qty Facilitation		\$ 2,081.72
Check	7226	Romero, Daisy (ee)	11/5/2021	Bill #100721--Certfix Live Scan		\$ 89.00
Check	7227	Swing Education	11/5/2021	Bill #INV00378280--Sub coverage LS 10/16 - 10/22 Bill #INV00371268--Sub coverage US 09/25 - 10/01		\$ 669.00
Check	7228	Taro's Origami Studio	11/5/2021	Bill #2602--Fall 2021 Intersession Origami event Private Lessons 8 qty.		\$ 3,200.00
Check	7229	Mick Terrizzi	11/5/2021	Bill #100121--Campus Trash bags and Graffiti; Orange Cones and Rope		\$ 425.01
Check	7230	Vision Service Plan - (CA)	11/5/2021	Bill #813502411--Vision Plan for November 2021		\$ 461.52
Check	7231	Waste Management Of Alameda County	11/5/2021	Bill #276282722160--Ops Charter October Service		\$ 634.52
Check	7232	Waste Management	11/5/2021	Bill #371793222162--Marshall Elementary October Service 2021		\$ 1,458.99
Check	7233	Waste Management(Cust#43006)	11/5/2021	Bill #372369122166--20YD Open top Rolloff		\$ 1,413.66
Check	7234	AALRR Attorneys at Law	11/22/2021	Bill #637132--General Special Education Legal Service August 2021		\$ 157.08

Payment Type	Check #/CC Account	Vendor	Transaction Date	Description	Void	Amount
Check	7235	Judith Borcelis	11/22/2021	Bill #111721--Osmosis Lab supplies: qty 2 Distilled water Welch Grape Juice Welch Calc & Qty 4 Karo Syrup		\$ 32.31
Check	7236	California Charter Schools Association	11/22/2021	Bill #110221--Charter School Membership through 06/30/2022		\$ 5,700.00
Check	7237	CliftonLarsonAllen LLP	11/22/2021	Bill #103121--Financial Charge (late payment #2985348)		\$ 40.43
Check	7238	CliftonLarsonAllen LLP	11/22/2021	Bill #2985348--Consulting and assistance with Paychex Protection Program Loan forgiveness application; Progress billing for professional services with Measure G1 audit procedures and report		\$ 3,234.00
Check	7239	CodeFu	11/22/2021	Bill #EBIA2021--CodeFu after school dojos/digital (7-8th 8classes 20+student)		\$ 1,000.00
Check	7240	CoPower	11/22/2021	Bill #2133621--Dental Plan December 2021		\$ 3,280.19
Check	7241	EBMUD	11/22/2021	Bill #111021--Marshall Water Service 09/08/21 - 11/4/21		\$ 2,182.41
Check	7242	East Bay Speech Pathology, Inc.	11/22/2021	Bill #1597--Speech & Language Pathology services		\$ 11,277.00
Check	7243	EdTec	11/22/2021	Bill #22815--Monthly Data and Back Office Service - November 2021		\$ 6,625.00
Check	7244	Fuller Freedom Consulting	11/22/2021	Bill #12--Professional Development 3hr LS/US staff 1.5hr prep and content creation		\$ 1,350.00
Check	7245	Inner City Bliss	11/22/2021	Bill #110121--Meditation for Beginners Workshop 2hr (intersession Fall 2021)		\$ 300.00
Check	7246	isolved Benefit Services	11/22/2021	Bill #1115180241--FBA Monthly Admin: Administrative Service		\$ 70.00
Check	7247	James A. May	11/22/2021	Bill #100--Onsite Facilitation 11/10/21 (8hr); PD Planning (16.5hr); Travel Expenses airfare hotel Car Rental & Meal		\$ 6,206.15
Check	7248	Kaiser Foundation Health Plan	11/22/2021	Bill #December2021--December 2021 Medical Health Plan		\$ 28,644.77
Check	7249	Kim Frankel	11/22/2021	Bill #0003--Consulting Hours - October 2021 (24.75hr)		\$ 2,475.00
Check	7250	Law Offices of Young, Minney & Corr, LLP	11/22/2021	Bill #73646--Legal Service Through 10/31/21		\$ 4,374.00
Check	7251	Lina's Janitorial Services	11/22/2021	Bill #34--Janitorial Service for US & LS 11/1/21 - 11/30/21		\$ 10,000.00
Check	7252	Linked Learning Alliance	11/22/2021	Bill #0245--Fee for CSD LL Silver Certification. Submission reviewed and approved by Linked Learning Alliance. Valid for 2 years Expires Jan 15 2023		\$ 749.00

Payment Type	Check #/CC Account	Vendor	Transaction Date	Description	Void	Amount
Check	7253	Office Depot	11/22/2021	Bill #208372884001--Qty 2bx Envelop e9x12 Qty 2bx Envelope 10x13 Qty 3pk address Labels Bill #206695404001--Qty 4 Postage Stamp; Qty 2 Address Labels; Qty 4 Lysol Wipes		\$ 457.56
Check	7254	Amanda Okamoto	11/22/2021	Bill #110421--Reimbursement for Amanda O		\$ 1,514.66
Check	7255	PG&E	11/22/2021	Bill #111721--Gas & Electric for Marshall 10/12/21 - 11/09/21		\$ 2,383.63
Check	7256	Play-Well TEKnologies	11/22/2021	Bill #DB21145--Lego Materials Challenge Kits qty 107 4 days of Virtual Play Well Online with STEM Challenge Intersession 2021		\$ 4,800.00
Check	7257	Pro Fence	11/22/2021	Bill #210050--Chain Link Fence Repair and Installation 10' of fence replaced rail and fitting as necessary		\$ 800.00
Check	7258	Ready Refresh	11/22/2021	Bill #01K0035832427--Malcolm drinking water 10/07/21 - 11/06/21; Delivery 06/01 8qty		\$ 63.92
Check	7259	Ready Refresh	11/22/2021	Bill #01K0035832435--Mountain drinking water 10/07/21 - 11/06/21; Delivery 10/25/11/04 12qty		\$ 184.86
Check	7260	RingCentral Inc.	11/22/2021	Bill #000317473--Phone Services 10/29/21 - 11/28/21		\$ 683.70
Check	7261	SchoolMint, Inc	11/22/2021	Bill #INV6184--SM Charter Application Lottery Reenrollment & Registration		\$ 3,307.35
Check	7262	Swing Education	11/22/2021	Bill #INV00385287--Sub coverage US 10/23/21 - 10/29/21		\$ 669.00
Check	7263	ChildCare Careers, LLC	11/22/2021	Bill #488078--US Sub Coverage 11/1/21		\$ 240.35
Check	7264	Susan Verharen	11/22/2021	Bill #110121--Monitor for PiTop; Electrical Solder		\$ 176.08
Check	7265	Waste Management	11/22/2021	Bill #372821922161--Marshall Elementary November Service 2021		\$ 1,458.99
Check	7266	Waste Management(Cust#43006)	11/22/2021	Bill #373397322166--Late Payment charge for INV 3723691		\$ 21.20
Check	7267	Zach Powers	11/22/2021	Bill #026--Measure N Consulting (Design and Innovation Coach)		\$ 1,550.00
Check	7268	Apex Learning Inc.	12/2/2021	Bill #SOINV00158588--12 month access to comprehensive courses 70x Journal #EBIA2711--	Voided	\$ -
Check	7269	AT & T	12/2/2021	Bill #17344610--#6883 Internet Services 10/16/21 - 11/15/21		\$ 674.96
Check	7270	AT&T	12/2/2021	Bill #17335328--#2435 Internet Services 10/13/21 - 11/12/21		\$ 675.23
Check	7271	California Science League	12/2/2021	Bill #111821C--Upper School Division C Scilympiad 1 team Registration Bill #111821B--Lower School Division B Scilympiad 2 team Registration		\$ 255.00

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

Payment Type	Check #/CC Account	Vendor	Transaction Date	Description	Void	Amount
Check	7272	CDW Government	12/2/2021	Bill #J501324A--Original payment missing Sales Tax (INV: J501324 \$2806.30 paid on 9/17)		\$ 283.55
Check	7273	Cogent Solutions & Supplies	12/2/2021	Bill #1505914--5cs Paper Towel Rolls; 5cs Trash Liner 12cs Scrubs Graffiti Remover (9cs back ordered) Bill #1505583--Janitorial Supplies: 10x Towels 7x Toilet tissue 2x Liquid Bleach 8x Citrus Degreaser 5x Liners 10x Foaming Hand Wash 2x Nitrile Large gloves 10x Hand Sanitizer		\$ 3,448.65
Check	7274	Discount Two-Way Radio	12/2/2021	Bill #SQ231350--Set of 12 DMR Digital Handheld radio and supplies (antenna battery charging station)		\$ 2,932.38
Check	7275	La Cheim School, Inc	12/2/2021	Bill #JWOCT2021--JW Counseling and Guidance Qty 5; Individual counseling Qty 1.5; Psychological Services Qty 5; Behavior Intervention Qty 4		\$ 2,020.00
Check	7276	Law Offices of Young, Minney & Corr, LLP	12/2/2021	Bill #31020CBA0001--Webinar Registration: Course based Independent Study 101 - Legal Compliance and Comparison to Traditional Independent Study.		\$ 30.00
Check	7277	Community High School Foundation	12/2/2021	Bill #EBIAPFY109152021--Placement (Hiring) Fee 1 year for Grace Gecewicz		\$ 6,000.00
Check	7278	Oakland Athletic League	12/2/2021	Bill #202103--Winter Volleyball League		\$ 520.00
Check	7279	Office Depot	12/2/2021	Bill #213321748001--6 Rolls Postage Stamps Bill #208846587001--Qty 10bx Class Folder		\$ 756.27
Check	7280	Revolution Foods, Inc.	12/2/2021	Bill #454293--Food Service for October 2021		\$ 9,033.30
Check	7281	Nicole Smith	12/2/2021	Bill #102921--Student Assessment BRIEF 2 Parent Online Forms; BRIEF Score Reports BASC Online Scoring Report; Traveling from LS to US		\$ 95.11
Check	7282	Swing Education	12/2/2021	Bill #INV00390070--Sub coverage US 11/06/21 - 11/12/21		\$ 223.00
Check	7283	ChildCare Careers, LLC	12/2/2021	Bill #489776--LS Sub Coverage 11/12/21		\$ 229.71
Check	7284	Waste Management Of Alameda County	12/2/2021	Bill #276442822165--Ops Charter December Service		\$ 634.52
Check	7285	Waste Management	12/2/2021	Bill #376735122164--Marshall Elementary December Service 2021		\$ 1,480.87
Check	7286	Anna Halat	12/10/2021	Bill #001--Invoice #1 of 3: Development and creation of 2 project based learning projects including slide decks worksheets weekly meetings with teaching staff as well as posting of content to ECHO (Learning Management System)		\$ 5,000.00
Check	7287	Beehively	12/10/2021	Bill #20210627--Beehively Web Invoice (January - March 2022)		\$ 720.00

Payment Type	Check #/CC Account	Vendor	Transaction Date	Description	Void	Amount
Check	7288	CCCOE	12/10/2021	Bill #9639--(3)Teacher Induction fee 1st of 2 Payment		\$ 3,375.00
Check	7289	CoPower	12/10/2021	Bill #2139941--Dental Plan January 2022		\$ 3,177.15
Check	7290	Golden Gate Academy	12/10/2021	Bill 12/20/2021--Monthly use fee for Golden Gate Academy campus Upper School EBIA site		\$ 26,500.00
Check	7291	Holy Names University	12/10/2021	Bill #010122--3rd installment of HNU lab use fee for 21-22		\$ 2,250.00
Check	7292	Kaiser Foundation Health Plan	12/10/2021	Bill #January2022--January 2022 Medical Health Plan		\$ 28,644.77
Check	7293	La Cheim School, Inc	12/10/2021	Bill #JWNOV2021--JW Individual counseling Qty 1; Psychological Services Qty 1		\$ 420.00
Check	7294	Law Offices of Young, Minney & Corr, LLP	12/10/2021	Bill #74073--Legal Service Through 11/30		\$ 2,782.50
Check	7295	Office Depot	12/10/2021	Bill #214518194001--Envelope case 4qty Bill #214199051001--Crate file Letter 3qty Address Labels 3qty Large Shipping labels 3qty		\$ 181.43
Check	7296	Revolution Foods, Inc.	12/10/2021	Bill #454764--Food Service for November 2021 (plus redelivery charge for US)		\$ 4,797.25
Check	7297	RingCentral Inc.	12/10/2021	Bill #000330189--Phone Services 11/29/21 - 12/28/21		\$ 683.70
Check	7298	Vision Service Plan - (CA)	12/10/2021	Bill #813727762--Vision Plan for December 2021		\$ 502.62
Check	7299	Bird and Bee Education	12/17/2021	Bill #2118A--Fall Intersession : 4-Identity pathway 6th-8th; 4-Puberty Pathway 6th; 1-Boundaries and Respect 7th-8th.		\$ 1,800.00
Check	7300	East Bay Speech Pathology, Inc.	12/17/2021	Bill #1615--Speech & Language Pathology services		\$ 7,581.00
Check	7301	Get Empowered	12/17/2021	Bill #GEEBIA1221--In Person Classes: Teaching Artist Yoga Filmmaking Storytelling and Capoeira 4 day 2 activities per day from November 16th - December 17th		\$ 3,200.00
Check	7302	Lina's Janitorial Services	12/17/2021	Bill #35--Janitorial Service for US & LS 12/01/21 - 12/31/21		\$ 10,000.00
Check	7303	Samantha O'Brien	12/17/2021	Bill #121321--2 Microscope purchase for 6-8th Biology Philanthropic Ventures Foundation: Science Resource Grant		\$ 499.50
Check	7304	OUSD Buildings & Grounds	12/17/2021	Bill #EBIARENT22B--2021/22 Facility use fee (2 of 4)		\$ 28,688.35
Check	7305	Office Depot	12/17/2021	Bill #214496869001--Copy Paper Qty 5 Bill #214912992001--Qty 4 Postage Stamp Rolls; Copy Paper Qty 2 Bill #214912297001--Water cups 5000 case		\$ 805.94
Check	7306	Pear Deck, Inc	12/17/2021	Bill #INV46582--Pear Deck License through 11/1/21 - 06/30/23		\$ 3,825.00



Payment Type	Check #/CC Account	Vendor	Transaction Date	Description	Void	Amount
Check	7307	Ready Refresh	12/17/2021	Bill #01L0035832435--Mountain drinking water 11/07/21 - 12/06/21 Qty 6		\$ 92.43
Check	7308	Amber Walker	12/17/2021	Bill #111921--Travel Between sites mileage 59.4 miles		\$ 33.26
Check	7309	Apex Learning Inc.	12/30/2021	Bill #SOINV00158588--12 month access to comprehensive courses 70x		\$ 12,500.00
Check	7310	AT & T	12/30/2021	Bill #17486655--#6883 Internet Services 11/16/21 - 12/15/21		\$ 672.56
Check	7311	AT&T	12/30/2021	Bill #17476614--#2435 Internet Services 11/13/21- 12/12/21		\$ 674.96
Check	7312	CliftonLarsonAllen LLP	12/30/2021	Bill #3099212--Final billing for professional services rendered in connection with our audit for the year end June 30 2021		\$ 4,404.75
Check	7313	Christopher Cook	12/30/2021	Bill #121721--Reg Fee for Golden Gate Invitational for US; Supplies for Bridge Building		\$ 269.64
Check	7314	EdTec	12/30/2021	Bill #23048--Monthly Data and Back Office Service - December 2021		\$ 6,625.00
Check	7315	Kaiser Foundation Health Plan	12/30/2021	Bill #February2022--February 2022 Medical Health Plan		\$ 28,644.77
Check	7316	Kim Frankel	12/30/2021	Bill #04--Consulting Hours - November (qty 3.5hrs) Bill #05--Consulting Hours - December 2021		\$ 1,150.00
Check	7317	PG&E	12/30/2021	Bill #121621--Gas & Electric for Marshall 11/10/21 - 12/09/21		\$ 2,293.93
Check	7318	Swing Education	12/30/2021	Bill #INV00401843--Sub coverage LS 12/11/21 - 12/17/21 Bill #INV00401842--Sub coverage US 12/11/21 - 12/17/21		\$ 1,136.00
Check	7319	ChildCare Careers, LLC	12/30/2021	Bill #495566--Sub coverage 12/8 & 12/10 Bill #497168--LS Sub Coverage 12/13 12/15 12/17		\$ 1,228.47
Check	7320	Waste Management Of Alameda County	12/30/2021	Bill #276608422164--Ops Charter January Service		\$ 634.52
Check	7321	Cogent Solutions & Supplies	1/13/2022	Bill #1514023--Pine Guard Disinfectant Cleaner Qty 8 Bill #1513005--Can Liners Qty 5 (lower school) Bill #1513006--Can Liner Qty 5 (upper school)		\$ 1,216.94
Check	7322	Francesca Fay	1/13/2022	Bill #123021--Qty 2 Pearson - CTC Exams		\$ 245.00
Check	7323	Michelle Fitts	1/13/2022	Bill #010522--Building and supplie kits for events Event Registration for 2 teams; Pizza for team build day		\$ 1,089.15
Check	7324	RingCentral Inc.	1/13/2022	Bill #000343143--Phone Services 12/29/21 - 01/28/22		\$ 683.70
Check	7325	Stephanie Soriano	1/13/2022	Bill #010122--OT Services Evaluations Meetings and Direct Occupational Therapy (W.S E.D O.R I.G)		\$ 5,470.00

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Payment Type	Check #/CC Account	Vendor	Transaction Date	Description	Void	Amount
Check	7326	Mick Terrizzi	1/13/2022	Bill #010322--Upper School supplies trashcans cones and Emergency; Lower School supplies repair/secure area Super Glue Dial Combination and Batteries		\$ 223.45
Check	7327	Vision Service Plan - (CA)	1/13/2022	Bill #813971885--Vision Plan January 2022		\$ 485.66
Check	7328	Alameda County Office of Education	1/31/2022	Bill #INV2200453--2nd Qtr STRS Processing Fee FY21-22		\$ 354.00
Check	7329	AT & T	1/31/2022	Bill #17631177--#6883 Internet Services 12/16/21 - 01/15/22		\$ 674.96
Check	7330	AT&T	1/31/2022	Bill #17624172--#2435 Internet Services 12/13/21 - 01/12/22		\$ 674.96
Check	7331	Cogent Solutions & Supplies	1/31/2022	Bill #1511813--Qty 5 Can Liner supplies Bill #1511814--Qty 5 Can Liner supplies (upper school)		\$ 864.84
Check	7332	CoPower	1/31/2022	Bill #2146351--Dental Plan February 2022		\$ 3,177.15
Check	7333	EBMUD	1/31/2022	Bill #110421--Marshall Water Service 11/4/21 - 1/10/22		\$ 1,694.50
Check	7334	East Bay Speech Pathology, Inc.	1/31/2022	Bill #1644--Speech & Language Pathology services		\$ 8,193.00
Check	7335	Edgility Consulting	1/31/2022	Bill #1952--Consulting Fee for Talent Management Planning		\$ 9,500.00
Check	7336	EdTec	1/31/2022	Bill #23299--Monthly Data and Back Office Service - January 2022		\$ 6,625.00
Check	7337	Golden Gate Academy	1/31/2022	Bill 1/20/2022--Monthly use fee for Golden Gate Academy campus Upper School EBIA site		\$ 26,500.00
Check	7338	HopSkipDrive, Inc	1/31/2022	Bill #7217--12/1/21-12/31/21 Transportation trips completed Qty20 ; Cancelled trips qty 2		\$ 751.71
Check	7339	isolved Benefit Services	1/31/2022	Bill #1116917731--FBA Monthly Admin: Administrative Service		\$ 70.00
Check	7340	Aries Jordan	1/31/2022	Bill #012522--Amazon BSU Film Club-Moive 42; Netflix Video qty 3 BSU Film club-Raising Dion Show; Pixton Myth Unit-Student online comic creation program		\$ 65.95
Check	7341	Law Offices of Young, Minney & Corr, LLP	1/31/2022	Bill #74514--Professional Legal Service January 12/31		\$ 1,607.50
Check	7342	Lina's Janitorial Services	1/31/2022	Bill #36--Janitorial Service for US & LS 01/01/22 - 01/31/22		\$ 10,000.00
Check	7343	Office Depot	1/31/2022	Bill #215436987001--Case 30 Paper Towel; Box 500 Envelopes; 2 Roll Postage Stamps Bill #220927573001--Copy Paper 6 cases		\$ 460.55
Check	7344	PG&E	1/31/2022	Bill #011422--Gas & Electric for Marshall 12/10/21 - 01/03/22		\$ 2,610.72

Payment Type	Check #/CC Account	Vendor	Transaction Date	Description	Void	Amount
Check	7345	Ready Refresh	1/31/2022	Bill #02A0035832427--Malcolm drinking water 12/7/21 - 1/06/22; Delivery Qty 8		\$ 72.41
Check	7346	Ready Refresh	1/31/2022	Bill #02A0035832435--Mountain drinking water 12/07/21 - 01/06/22; Delivery Qty 6		\$ 92.43
Check	7347	Revolution Foods, Inc.	1/31/2022	Bill #455275--Food Service for December 2021		\$ 6,360.30
Check	7348	Swing Education	1/31/2022	Bill #INV00411435--Sub Coverge US 1/8/22 - 1/14/22 Bill #INV00409063--Sub Coverge LS 1/1/22 - 1/7/22 Bill #INV00409062--Sub coverage US 01/01/22 - 01/07/22 Bill #INV00413818--Sub Coverge US 1/15/22 - 1/21/22		\$ 3,206.00
Check	7349	ChildCare Careers, LLC	1/31/2022	Bill #499628--Sub Coverage LS 1/6/21 Bill #500889--Sub Coverage US 1/10-1/14 (2qty 1/10 1qty 1/11 2qty 1/12 1qty 1/13 1qty 1/14) Bill #499629--Sub Coverage US 1/3-1/7 (4 days)		\$ 3,176.02
Check	7350	Vision Service Plan - (CA)	1/31/2022	Bill #814208781--Vison Plan February 2022		\$ 485.66
Check	7351	Waste Management Of Alameda County	1/31/2022	Bill #276773122169--Ops Charter February 2022		\$ 634.52
Check	7352	Waste Management	1/31/2022	Bill #378523622165--Marshall Elementary January Service 2022 Bill #387987622165--Marshall Elementary February Service		\$ 2,917.98
Check	7353	WeVideo Inc.	1/31/2022	Bill #19142--35 Education Licenses		\$ 343.50
Check	7354	Zach Powers	1/31/2022	Bill #039--Handy Man work shelve hanging (NOV 23) Bill #038--EBIA Consulting )Remote/Intersession Facilitation Measure N)		\$ 1,627.50
Check	7355	Judith Borcelis	2/15/2022	Bill #020822--2lb of Strawberries for Strawberry lab		\$ 7.99
Check	7356	College Entrance Examination Board	2/15/2022	Bill #382286306A--25ct x\$18 PSAT Oct 2021		\$ 450.00
Check	7357	CoPower	2/15/2022	Bill #2152700--Dental Plan March 2022		\$ 3,280.19
Check	7358	Get Empowered	2/15/2022	Bill #GEEBIA0122--4 day 2 activities per day Jan 4-Jan28th. Teaching Artists to provide daily activities in percussion drumming and Capoeira		\$ 2,400.00
Check	7359	Bonita Herrera	2/15/2022	Bill #020722--50pc Respiratroy Face Mask 8qty; 20pc Respirator Face 8qty Costco		\$ 432.00
Check	7360	HipHopForChange, Inc	2/15/2022	Bill #1000099--Intercession Virtual Workshop Series: DJ/Beatmaking Rap Song Writing& Graffiti Art		\$ 1,500.00
Check	7361	Kaiser Foundation Health Plan	2/15/2022	Bill #March2022--March 2022 Medical Health Plan		\$ 28,644.77
Check	7362	Kim Frankel	2/15/2022	Bill #06--Consulting Hours January 2022		\$ 2,050.00

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Payment Type	Check #/CC Account	Vendor	Transaction Date	Description	Void	Amount
Check	7363	Law Offices of Young, Minney & Corr, LLP	2/15/2022	Bill #74947--Professional Legal Service Through 1/31/2022		\$ 1,862.95
Check	7364	Page, Cherie (reimb)	2/15/2022	Bill #040822--LiveScan		\$ 89.00
Check	7365	Santos Barreto, Julio (reimb)	2/15/2022	Bill #012522--Quest DrumSkin		\$ 50.00
Check	7366	Swing Education	2/15/2022	Bill #INV00416108--Sub coverage US 1/22/22 - 1/28/22		\$ 446.00
Check	7367	Taro's Origami Studio	2/15/2022	Bill #2622--Winter Intersession 2022: Taro's Origami Event 6 classes		\$ 2,400.00
Check	7368	ChildCare Careers, LLC	2/15/2022	Bill #504143--Sub Coverage US 1/24 & 1/27 Bill #502432--Sub Coverage US 1/17/22 - 1/21/22		\$ 2,676.64
Check	7369	The Stage Depot	2/15/2022	Bill #9451--4ft Long Aluminum Side Panel + Shipping		\$ 499.05
Check	7370	AT & T	2/28/2022	Bill #17778488--#6883 Internet Services 01/16/22 - 02/15/22		\$ 683.63
Check	7371	AT&T	2/28/2022	Bill #17768675--#2435 Internet Services 01/13/22 - 02/12/22		\$ 683.63
Check	7372	AALRR Attorneys at Law	2/28/2022	Bill #643243--General Special Education Legal Service January 2022; Raimi Dawson Strebler SPED		\$ 1,453.59
Check	7373	Judith Borcelis	2/28/2022	Bill #021622--Elephant Toothpaste Lab: Green&Red food dye Yeast hydrogen & Peroxide		\$ 23.01
Check	7374	CFI	2/28/2022	Bill #19241--US Ink Cartridges 7qty		\$ 842.83
Check	7375	Cogent Solutions & Supplies	2/25/2022	Bill #1524293--Structural Foam Tilt Truck Blk 1qty; Handle Mop 60" 6qty		\$ 753.53
Check	7376	CCCOE	2/25/2022	Bill #9639.2--(3)Teacher Induction fee Final Payment		\$ 3,375.00
Check	7377	East Bay Speech Pathology, Inc.	2/25/2022	Bill #1653--Speech & Language Pathology services		\$ 9,738.00
Check	7378	Edgility Consulting	2/28/2022	Bill #1999--Consulting Fee for Talent Management Planning		\$ 27,500.00
Check	7379	EdTec	2/25/2022	Bill #23536--Monthly Data and Back Office Service - February 2022		\$ 6,625.00
Check	7380	Golden Gate Academy	2/25/2022	Bill 2/20/2022--Monthly use fee for Golden Gate Academy campus Upper School EBIA site		\$ 26,500.00
Check	7381	Bonita Herrera	2/28/2022	Bill #022222--Ops Lunch-compliance training		\$ 113.37
Check	7382	isolved Benefit Services	2/28/2022	Bill #117729071--COBRA notices admin core services 4/01/22 - 03/31/23		\$ 585.00
Check	7383	Lina's Janitorial Services	2/28/2022	Bill #37--Janitorial Service for US & LS 02/01/22 - 02/28/22		\$ 10,000.00
Check	7384	Momentum Electrical Contractors	2/28/2022	Bill #1510--T&M Electrical Work at LS		\$ 788.01

Payment Type	Check #/CC Account	Vendor	Transaction Date	Description	Void	Amount
Check	7385	Nicholas R. Copeland	2/25/2022	Bill #002--Winter Feb 22-25 2022 Intersession US SAT Prep bootcamp instruction 8hr; SAT Test prep Bookcamp Prep Work 10hr		\$ 1,260.00
Check	7386	Office Depot	2/25/2022	Bill #226025706001--36pk Expo Markers Bill #226025794001--1gal Dry Eraser liquid cleaner; 36ct Sharpie; 4qty Copy Paper		\$ 266.86
Check	7387	Office Depot	2/28/2022	Bill #229189914001--Case of 12oz Foam cup Bill #227434648001--Lockable filing cabinet		\$ 114.65
Check	7388	PG&E	2/28/2022	Bill #021622--Gas & Electric for Marshall 01/10/22 - 02/08/22		\$ 3,281.75
Check	7389	Ready Refresh	2/25/2022	Bill #02B0035832427--Malcolm drinking water 1/7/22 - 2/06/22; Delivery Qty 8 + Late Fee		\$ 98.81
Check	7390	Ready Refresh	2/25/2022	Bill #02B0035832435--Mountain drinking water 1/7/22 - 2/06/22; Delivery Qty 12 + Late Fee		\$ 204.86
Check	7391	RingCentral Inc.	2/25/2022	Bill #000355856--Phone Services 01/29/22 - 02/27/22		\$ 681.18
Check	7392	Swing Education	2/25/2022	Bill #INV00418503--Sub coverage US 1/29/22 - 2/4/22		\$ 1,784.00
Check	7393	Swing Education	2/28/2022	Bill #INV00423348--LS Substitute Services 2/12/22 - 2/18/22 Bill #INV00423347--US Substitute Services 2/12/22 - 2/18/22		\$ 446.00
Check	7394	ChildCare Careers, LLC	2/25/2022	Bill #505223--Sub Coverage LS 1/1/22-1/4/22		\$ 249.69
Check	7395	ChildCare Careers, LLC	2/28/2022	Bill #507612--LS Substitute Services 2/9 2qty 2/10		\$ 569.30
Check	7396	The Walt Disney Family Foundation and Museum	2/28/2022	Bill #1900--Winter Intersession Character Design Virtual Workshop Session 1-4		\$ 698.00
Check	7397	Waste Management Of Alameda County	2/28/2022	Bill #276930822164--Ops Charter March 2022		\$ 634.52
Check	7398	Waste Management	2/28/2022	Bill #389021822165--Marshall Elementary March 2022		\$ 1,458.99
Check	7399	Anna Halat	3/11/2022	Bill #002--Invoice #2of 3: Development and creation of 2 project based learning projects including slide decks worksheets weekly meetings with teaching staff as well as posting of content to ECHO (Learning Management System)		\$ 5,000.00
Check	7400	Beehively	3/11/2022	Bill #20220091--Beehively Web Invoice (April - June 2022) Bill #20210608--IT Services (January - March 2022)		\$ 9,720.00
Check	7401	CuriOdyssey	3/11/2022	Bill #12024993.02222022--Education Virtual Program 6 classes (Winter Intersession)		\$ 1,500.00

Payment Type	Check #/CC Account	Vendor	Transaction Date	Description	Void	Amount
Check	7402	Michelle Fitts	3/11/2022	Bill #030122.2--SciOlympiad supplies: Glider Glue; Bridge Materials Mouse Trap Car Building Supplies; Iron on for Hoodies Materials for hoodies and dectector event Iron on for Hoodies; Rock and Minerals Books Competition Donuts pizz & snacks; Balance for Field Trip cost after grant Bill #030122.1--Musical Supplies Plywood; Primer; Paint; Wig Wirelss Mic and rechargable battery system; Remote control car for chicken		\$ 1,485.07
Check	7403	Get Empowered	3/11/2022	Bill #GEEBIA0222--In Person Classes: Teaching Artist percussion and Capoeira 4 day 2 activies per day and Virual Intersession Classes from Feb01 - Feb 25th		\$ 3,200.00
Check	7404	HopSkipDrive, Inc	3/11/2022	Bill #7542--1/1/22-1/31/22 Transportation trips completed Qty30 ; Cancelled trips qty 4		\$ 1,153.77
Check	7405	IISC - Education	3/11/2022	Bill #244614--Renewal SchoolMessenger complete-- 12 month Unlimited Notification Service. 2022-2023		\$ 1,312.50
Check	7406	Kaiser Foundation Health Plan	3/11/2022	Bill #APRIL2022--April 2022 Medical Health Plan		\$ 26,898.71
Check	7407	Kim Frankel	3/11/2022	Bill #007--Consulting Hours February 19.5 hrs		\$ 1,950.00
Check	7408	Lauren Fitts	3/11/2022	Bill #INV0002--Directing Services 2 day after school and during witner intersession for Lower School Musical		\$ 750.00
Check	7409	Law Offices of Young, Minney & Corr, LLP	3/11/2022	Bill #75720--Legal Service P39 (2022-23) Bill #75474--Legal Service through 2/28/22 Bill #75475--Article 5 Revision for FTA Legal services		\$ 5,321.89
Check	7410	Megan Reed	3/11/2022	Bill #014--Fund and Grant Development Work: 9/1/22-2/28/22		\$ 750.00
Check	7411	Mycelium Youth Network	3/11/2022	Bill #1024--Program Service Fees classes for Spring Intercession		\$ 2,000.00
Check	7412	OUSD Buildings & Grounds	3/11/2022	Bill #EBIARENT22C--2021/22 Facility use fee (3 of 4)		\$ 28,688.35
Check	7413	Office Depot	3/11/2022	Bill #229189914002--Storage Boxes 12pk		\$ 18.68
Check	7414	Revolution Foods, Inc.	3/11/2022	Bill #455729--Food Service for January 2022		\$ 9,002.55
Check	7415	Spectrum Center	3/11/2022	Bill #4210210--WD - BEP: Basic Education Program-BAC (11/1/21 - 11/30/21) Bill #4226875--WD - BEP: Basic Education Program-BAC (12/1/21 - 12/31/21)		\$ 5,566.00
Check	7416	TechaBee, Inc	3/11/2022	Bill #2022-28--IT Services (April - June 2022)		\$ 9,000.00
Check	7417	ChildCare Careers, LLC	3/11/2022	Bill #508983--US Substitute Services 2/16-2/18 Bill #508982--LS Substitute Services 2/16 & 2/18		\$ 1,178.53

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

Payment Type	Check #/CC Account	Vendor	Transaction Date	Description	Void	Amount
Check	7418	AALRR Attorneys at Law	3/21/2022	Bill #645868--General Special Education Legal Service February 2022 Raimi Dawson Strebler_SPED		\$ 5,784.73
Check	7419	College Essay Guy LLC	3/21/2022	Bill #3227--Live Virtual Workshop College Essay Writing Winter Intersession		\$ 300.00
Check	7420	CoPower	3/21/2022	Bill #2159009--Dental Plan April 2022		\$ 3,486.27
Check	7421	East Bay Glass	3/21/2022	Bill #27937--33"X1/4" Think Clear Laminated Glass Installed into Door		\$ 585.00
Check	7422	EBMUD	3/21/2022	Bill #031622--Marshall Water Service 01/10/22 - 03/02/22		\$ 1,589.36
Check	7423	East Bay Speech Pathology, Inc.	3/21/2022	Bill #1672--Speech & Language Pathology services		\$ 8,016.00
Check	7424	EdTec	3/21/2022	Bill #23780--Monthly Data and Back Office Service - March 2022		\$ 6,625.00
Check	7425	Herff Jones, Inc.	3/21/2022	Bill #1108332--Sticker Seal Qty 1 Valedictorian; Qty 2 Salutarian		\$ 2.55
Check	7426	Holy Names University	3/21/2022	Bill #040122--4th installment of HNU lab use fee for 21-22		\$ 2,250.00
Check	7427	isolved Benefit Services	3/21/2022	Bill #1118290761--FBA Monthly Admin: Administrative Service 2/1/22 - 2/28/22		\$ 70.00
Check	7428	Office Depot	3/21/2022	Bill #229741676001--1099 MISC Forms 10pk		\$ 24.85
Check	7429	Ready Refresh	3/21/2022	Bill #02c0035832427--Late Fee incurred		\$ 20.00
Check	7430	Ready Refresh	3/21/2022	Bill #02C0035832435--Late Fee incurred		\$ 20.00
Check	7431	RingCentral Inc.	3/21/2022	Bill #000368997--Phone Services 02/28/22 - 03/28/22		\$ 682.07
Check	7432	Swing Education	3/21/2022	Bill #INV00428132--US Substitute Services 2/26/22 - 03/04/22		\$ 690.00
Check	7433	ChildCare Careers, LLC	3/21/2022	Bill #511863--Upper School Sub Teacher 3/2/22-3/4/22		\$ 808.98
Check	7434	ZENDESK	3/21/2022	Bill #INV08222034--Support Apps Subscription 3/12/22-3/11/23		\$ 36.00
Check	7435	Judith Borcelis	3/31/2022	Bill #031122--Eggs & Dry Ice (Materials Blo Chem Reactions)		\$ 6.67
Check	7436	CliftonLarsonAllen LLP	3/31/2022	Bill #3189774--Preperation of Federal and California informational returns for the year ended June 30 2021		\$ 1,785.00
Check	7437	Golden Gate Academy	3/31/2022	Bill 3/20/2022--Monthly use fee for Golden Gate Academy campus Upper School EBIA site		\$ 26,500.00
Check	7438	Lina's Janitorial Services	3/31/2022	Bill #38--Janitorial Service for US & LS 03/01/22 - 03/31/22		\$ 10,000.00
Check	7439	Michael Marzec	3/31/2022	Bill #030922--Blick Supplies Sets/Props supplies; Spray Foam (play) Bill #032522--CTEL Testing for Clear Credential		\$ 345.94

Payment Type	Check #/CC Account	Vendor	Transaction Date	Description	Void	Amount
Check	7440	PG&E	3/31/2022	Bill #031722--Gas and Electric 02/09/22 - 03/10/22		\$ 4,025.96
Check	7441	Nicole Smith	3/31/2022	Bill #032322--BASC Testing/scoring digital forms BRIEF2 testing/scoring digital forms; 5 qty milage trips LS to US Testing @ Edgewood Center SF Round trip form LS		\$ 129.54
Check	7442	ChildCare Careers, LLC	3/31/2022	Bill #INV00435312--Subsittue Lower School 3/14-3/16 Bill #515108--Subsittue Upper School 3/14 - 3/18		\$ 1,741.15
Check	7443	Waste Management Of Alameda County	3/31/2022	Bill #277107422168--Ops Charter April 2022		\$ 634.52
Credit Card	9515-3612	Amazon.com	11/25/2021	3ply Disposable Face mask 100pk		\$ 9.36
Credit Card	9515-3612	Amazon.com	11/25/2021	48bx of Favial Tissue		\$ 68.34
Credit Card	9515-3612	Amazon.com	11/25/2021	Bulk Beach Balls Inflatable Toy		\$ 13.22
Credit Card	9515-3612	Amazon.com	11/25/2021	LIFE SAVER Min Hard candy 50oz Pack of 2		\$ 14.75
Credit Card	9515-3612	Amazon.com	11/25/2021	46pk 1oz Takis Fuego		\$ 17.10
Credit Card	9515-3612	Amazon.com	11/25/2021	Insect Killer TERRO qty 2		\$ 17.48
Credit Card	9515-3612	Amazon.com	11/25/2021	2pk 100pc Face Masks		\$ 19.82
Credit Card	9515-3612	Amazon.com	11/25/2021	Qty 2 100pk Black Disposable Face Masks		\$ 22.02
Credit Card	9515-3612	Amazon.com	11/25/2021	2pk Black heavy duty door wedge; 3pk Comet Cleaner		\$ 22.89
Credit Card	9515-3612	Amazon.com	11/25/2021	Qty 3 100pc Black Disposable Face Mask		\$ 24.15
Credit Card	9515-3612	Amazon.com	11/25/2021	4 Pk 30ct Gallon Ziploc Food Storage bags		\$ 27.78
Credit Card	9515-3612	Amazon.com	11/25/2021	Qty 2 Frito Lay Snacks Variety Pack 35		\$ 29.98
Credit Card	9515-3612	Amazon.com	11/25/2021	Qty 3 Clorox Disinfecting Wipes Pack of 3		\$ 33.00
Credit Card	9515-3612	Amazon.com	11/25/2021	1pk Refrigerator Magnets 24 colors; Advil Pain Reliever 100ct		\$ 33.64
Credit Card	9515-3612	Amazon.com	11/25/2021	Qty 2 Snow Cone Cups 200ct		\$ 34.36
Credit Card	9515-3612	Amazon.com	11/25/2021	Qty 4 Curad Flex fabric Adhesive bandages		\$ 35.24
Credit Card	9515-3612	Amazon.com	11/25/2021	Single Coffee Mate 180ct; Officemate Giant Paper Clips 10pk; 3pk Ziplock Sandwich and Snack Bag		\$ 38.57
Credit Card	9515-3612	Amazon.com	11/25/2021	Qty 2 Beadery 900pc & 3600; 500pc Paper Fasteners		\$ 42.28
Credit Card	9515-3612	Amazon.com	11/25/2021	Bulletin Board Board Border qty 4.		\$ 44.04
Credit Card	9515-3612	Amazon.com	11/25/2021	Qty 3 200pc water cone cups		\$ 49.59
Credit Card	9515-3612	Amazon.com	11/25/2021	Qty 2 Laminating 3mil pouches; 250sheet Vellum pack.		\$ 58.40
Credit Card	9515-3612	Amazon.com	11/25/2021	500pk Flexible disposable straw.		\$ 9.91
Credit Card	9515-3612	Amazon.com	11/25/2021	Coleman Outdoor Extension Cord 100ft; GE Lighting Halogen 500Watt Light Bulb 6pk		\$ 68.25
Credit Card	9515-3612	Amazon.com	12/10/2021	Qty 6 Curtain panels for US classroom windows		\$ 66.06
Credit Card	9515-3612	Amazon.com	1/26/2022	1bx Black Expo Markers; 1bx Assorted Expo Markers		\$ 35.82

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Payment Type	Check #/CC Account	Vendor	Transaction Date	Description	Void	Amount
Credit Card	9515-3612	Amazon.com	1/26/2022	Bostich Office Stapler; Google Chromecast Streaming Device, VIZIO Remote Control, 2nd Vizio remote control (Principal Office display Tv monitor)		\$ 71.31
Credit Card	9515-3612	Adobe	1/26/2022	Adobe Creative Cloud Monthly Membership		\$ 19.99
Credit Card	9515-3612	Amazon.com	1/26/2022	4pk USB Wall Charger		\$ 15.42
Credit Card	9515-3612	Amazon.com	1/26/2022	Hand Pitch Tally counter 1bx of 6 (rainy day counter)		\$ 15.42
Credit Card	9515-3612	Amazon.com	1/26/2022	1 Seal Impression Inker (school seal inker)		\$ 15.42
Credit Card	9515-3612	Amazon.com	1/26/2022	6pk Antiseptic Wash bottles		\$ 25.27
Credit Card	9515-3612	Amazon.com	1/26/2022	40ct Frito-Lay variety pack; 40ct Welch's Fruit Snacks staff snacks		\$ 25.46
Credit Card	9515-3612	Amazon.com	1/26/2022	2x78Pcs Key Caps and covers Set		\$ 26.44
Credit Card	9515-3612	Amazon.com	1/26/2022	Green Neon vest for traffice supervision; Gold Embossed Stickers for School Seal documents		\$ 27.43
Credit Card	9515-3612	Amazon.com	1/26/2022	3pk wide blue masking tape; 6pk regular blue masking tape		\$ 34.32
Credit Card	9515-3612	Amazon.com	1/26/2022	Purell Foodservice Surface spray 6pk		\$ 37.20
Credit Card	9515-3612	Amazon.com	1/26/2022	Hot Chip variety 30pk Staff snacks		\$ 37.99
Credit Card	9515-3612	Amazon.com	1/26/2022	Crayola Colored Pencil Classroom supplies 240 ct		\$ 39.13
Credit Card	9515-3612	Amazon.com	1/26/2022	2pk Cabinet/Desk storage shelf Organizer		\$ 42.99
Credit Card	9515-3612	Amazon.com	1/26/2022	Individually wrapped sporks case of 1000		\$ 42.99
Credit Card	9515-3612	Amazon.com	1/26/2022	36ct Assorted Expo markers; 36ct Black Expo markers		\$ 45.61
Credit Card	9515-3612	Amazon.com	1/26/2022	File Cabinet locking bar with Keyed Padlock for US HR cabinet		\$ 47.35
Credit Card	9515-3612	Amazon.com	1/26/2022	Aluminum Composite Stop sign paddle		\$ 50.70
Credit Card	9515-3612	Amazon.com	1/26/2022	Nature's Valley Granola bars 60ct; Post it sticky notes and dispenser value pack; 12pk Pilot V Razor Point liquid ink markers		\$ 53.94
Credit Card	9515-3612	Amazon.com	1/26/2022	Frito Lay Variety Pack 40ct; Cheetos Crunchy Flamin Hot Cheese snack 40pk		\$ 59.31
Credit Card	9515-3612	Amazon.com	1/26/2022	Smartfood Popcorn Flamin Hot & White Cheddar 40ct; Pepperidge Farm Goldfish 30ct; Hot Chips Snacks Variety 30pk		\$ 66.21
Credit Card	9515-3612	Adobe	1/26/2022	Adobe Creative Cloud Monthly Membership		\$ 19.99
Credit Card	9515-3612	Amazon.com	2/1/2022	Dab O Ink 3ox Bingo Daubers 13 colors 24ct		\$ 31.92
Credit Card	9515-3612	Amazon.com	2/1/2022	Qty3 Education Algebra Tiles: Combination Set 54pc		\$ 38.01
Credit Card	9515-3612	Amazon.com	2/1/2022	Qty 2 Tetherball Ball and Rope for kids		\$ 38.48
Credit Card	9515-3612	Amazon.com	2/1/2022	Qty 2 Medical Vinyl Gloves Large 100ct; Qty 2 Medical Vinyl Gloves Medium 100ct		\$ 44.04
Credit Card	9515-3612	Amazon.com	2/1/2022	Kraft Paper cups 300pk		\$ 44.09

Payment Type	Check #/CC Account	Vendor	Transaction Date	Description	Void	Amount
Credit Card	9515-3612	Amazon.com	2/1/2022	Qty Cellophane Wrap Roll Royal Blue; Cellophane Wrap Roll Pink; Hygloss Products Cellophane Roll Yellow (CSDI Material Request)		\$ 45.48
Credit Card	9515-3612	Amazon.com	2/1/2022	Scotch Brite Non Scratch sponges 12ct; Qty 6 Master Lock Bike Lock w/Combination		\$ 47.79
Credit Card	9515-3612	Amazon.com	2/1/2022	Qty 3 Elmers Liquid Glue 4oz 12ct		\$ 51.87
Credit Card	9515-3612	Amazon.com	2/1/2022	Qty 3 Adidas Starlancer V Club Soccer ball Royal Blue		\$ 52.92
Credit Card	9515-3612	Amazon.com	2/1/2022	Qty 2 Cliboards Set of 10		\$ 57.22
Credit Card	9515-3612	Adobe	2/1/2022	Adobe Creative Cloud Monthly Membership		\$ 19.99
Credit Card	9515-3612	Adobe	2/1/2022	Adobe Creative Cloud Monthly Membership (MC)		\$ 19.99
Credit Card	9515-3612	Amazon.com	2/1/2022	Qty 2 Lenovo Charger (spares); Ruisita 200 pc Cone Water cups		\$ 60.61
Credit Card	9515-3612	Amazon.com	2/1/2022	Qty 4 Band Aid Variety Pack 280ct		\$ 64.20
Credit Card	9515-3612	Amazon.com	2/1/2022	Mini Hot Glue Gun Sticks; Scotch Contractor Grade Masking tape 6pk; 5pc Clock Movement Mechanism Clock Hand; Sctoch Magic Tape 6roll (CSDI Material Request)		\$ 65.88
Credit Card	9515-3612	Amazon.com	2/1/2022	Office Chair Mat; AstroBright Bright Blue Cardstock 320 sheets		\$ 66.13
Credit Card	9515-3612	Amazon.com	2/1/2022	SOLO 12oz White Paper Hot Cup 1000case		\$ 66.62
Credit Card	9515-3612	Amazon.com	2/1/2022	Kleenex Facial Tissue 48bx		\$ 68.34
Credit Card	9515-3612	Amazon.com	2/1/2022	Qty 2 12ox Kraft Paper Hot cups 300pk		\$ 88.18
Credit Card	9515-3612	Amazon.com	2/1/2022	Qty 6 Ruisita Cone Water Cups 200pk		\$ 99.18
Credit Card	9515-3612	Amazon.com	2/1/2022	Qty 8 Cone Water Cup set 200		\$ 105.76
Credit Card	9515-3612	Amazon.com	2/1/2022	Professional Ping Pong Paddle Set with Retractable Net; Qty 3 Connect 4 Game; Qty 3 Gaming Guess Who?		\$ 109.19
Credit Card	9515-3612	Amazon.com	2/1/2022	Qty 8 Lysol Disinfectant Wipes 4pk		\$ 110.00
Credit Card	9515-3612	Amazon.com	2/1/2022	Pentel EnerGel Liquid Pen Combo 12pk; Kleenex Facial Tissue 48bx; French Vanilla Coffeemate creamer box 180		\$ 114.60
Credit Card	9515-3612	Amazon.com	2/1/2022	Qty 6 Clipboard Memo size 6pk		\$ 118.38
Credit Card	9515-3612	Amazon.com	2/1/2022	Qty 6 Instant Cold Pack Set of 24		\$ 129.00
Credit Card	9515-3612	Amazon.com	2/1/2022	Portable Tennis Table, 2 tennis paddles and ping pong balls		\$ 137.80
Credit Card	9515-3612	Amazon.com	2/1/2022	Qty 4 Instant Cold Packs 48pc		\$ 156.76
Credit Card	9515-3612	Amazon.com	2/1/2022	Qty 2 Bostitch Desktop Stapler, Red; Staples 10bx; Qty 4 Elmers All Purpose School Glue sticks 30ct		\$ 198.65
Credit Card	9515-3612	Amazon.com	2/1/2022	Qty 27 SunZero Barrow Grommet Curtain Panels (US classroom window covers)		\$ 308.34

Payment Type	Check #/CC Account	Vendor	Transaction Date	Description	Void	Amount
Credit Card	9515-3612	Amazon.com	2/1/2022	Ubiquiti Networks UniFi 800Mbps (Wifi Network)		\$ 367.08
Credit Card	9515-3612	Amazon.com	2/1/2022	Qty 3 Customizable Wristbands Rubber bracelets 250case: EBIA Phoenix Games 2021-2022		\$ 479.58
Credit Card	9515-3612	Amazon.com	2/1/2022	Qty 36 Tension Curtain Rod (For Classroom Window Curtains)		\$ 694.08
Credit Card	9515-3612	Amazon.com	2/1/2022	Qty 8 Purell Hand Sanitizer gel 8oz; Qty 2 EPSON Projector		\$ 1,502.40
Credit Card	9515-3612	BambooHR	2/1/2022	HR System		\$ 319.50
Credit Card	9515-3612	Budget.com	2/1/2022	Car Rental MC Travel		\$ 312.55
Credit Card	9515-3612	Catsone.com	2/1/2022	Monthly Fee for Recruiting Program- 5 users		\$ 119.00
Credit Card	9515-3612	Chevron	2/1/2022	Gas expense for Cho travel		\$ 62.12
Credit Card	9515-3612	Costco Business Delivery	2/1/2022	Qty 20 Chinnet paper Plate (Lunch Tray substitute)		\$ 473.86
Credit Card	9515-3612	Costco Membership	2/1/2022	Qty 11 Lifetime 6ft Folding Picnic table		\$ 3,274.30
Credit Card	9515-3612	Costco Membership	2/1/2022	Instacart Order Quest		\$ 350.10
Credit Card	9515-3612	Courtyard	2/1/2022	Courtyard Stay MC Travel		\$ 144.92
Credit Card	9515-3612	CuriOdyssey	2/1/2022	Virtual Education Intersession down payment		\$ 400.00
Credit Card	9515-3612	Dropbox	2/1/2022	Dropbox Annual Subscription (JR)		\$ 119.88
Credit Card	9515-3612	Harbor Freight	2/1/2022	12in Stainless Steel Ruler (CSDI Material Request)		\$ 85.98
Credit Card	9515-3612	HelloSign	2/1/2022	Legally Binding Signature by Dropbox		\$ 600.00
Credit Card	9515-3612	Hertz	2/1/2022	Car Rental MC Travel		\$ 272.58
Credit Card	9515-3612	John Wayne Airport	2/1/2022	Airport Santa Ana		\$ 20.00
Credit Card	9515-3612	John Wayne Airport	2/1/2022	Airport Santa Ana		\$ 40.00
Credit Card	9515-3612	Jumbula	2/1/2022	Monthly Fee for After School Online Service		\$ 40.00
Credit Card	9515-3612	Musician's Friend	2/1/2022	Mogami Microphone Cable15ft (Studio Band)		\$ 33.05
Credit Card	9515-3612	Musician's Friend	2/1/2022	Qty 10 Pig Hog Solutions Stereo Headphone Adapter Cable; Qty 8 Vater Marching Sticks ; Acustics Studio Bundle 24pk		\$ 258.45
Credit Card	9515-3612	Round Table Pizza	2/1/2022	Staff Lunch LS		\$ 86.40
Credit Card	9515-3612	Round Table Pizza	2/1/2022	Staff Lunch US		\$ 85.36
Credit Card	9515-3612	Southwest Airlines	2/1/2022	Round Trip airplane travel (MC)		\$ 215.00
Credit Card	9515-3612	Southwest Airlines	2/1/2022	Round Trip airplane travel (MC)		\$ 439.97
Credit Card	9515-3612	The Home Depot	2/1/2022	Home depot Purchase		\$ 188.32
Credit Card	9515-3612	Z and Z Plumbing	2/1/2022	Plumbing work at LS: Cable Line Thru toilet, Problem find spud urinal (parts and labor included)/(Overcharged by \$6)		\$ 1,666.00
Credit Card	9515-3612	Z and Z Plumbing	2/1/2022	Find water leak in classroom #3. Installation of water supply line.		\$ 350.00
Credit Card	9515-3612	Z and Z Plumbing	2/1/2022	Toilet flange by removing and resetting toilet to a back problem with wax seal and loose bolts.		\$ 575.00



Payment Type	Check #/CC Account	Vendor	Transaction Date	Description	Void	Amount
Credit Card	9515-3612	ZOOM.US	2/1/2022	Zoom Standard Biz Monthly		\$ 416.47
Credit Card	9515-3612	AmazonPrime Membership	2/1/2022	Prime Membership renewal		\$ 131.20
Credit Card	9515-3612	Amazon.com	2/1/2022	Ortho Home Defense Insect Killer		\$ 9.45
Credit Card	9515-3612	Amazon.com	2/1/2022	Cellophane Wrap roll Gold (CSDI Request)		\$ 10.46
Credit Card	9515-3612	Amazon.com	2/1/2022	Cabel Zip Ties 200pc		\$ 11.01
Credit Card	9515-3612	Amazon.com	2/1/2022	Cellophane Wrap Roll Green (CSDI Request)		\$ 11.01
Credit Card	9515-3612	Amazon.com	2/1/2022	SOLO Cone Water cup 200pc		\$ 11.64
Credit Card	9515-3612	Amazon.com	2/1/2022	Classroom Black Wall Clock Non Ticking		\$ 12.12
Credit Card	9515-3612	Amazon.com	2/1/2022	Classroom Black Wall Clock Non Ticking		\$ 12.12
Credit Card	9515-3612	Amazon.com	2/1/2022	Beach Balls Bulk 12pk		\$ 13.22
Credit Card	9515-3612	Amazon.com	2/1/2022	Bon Ami Powder Cleanser for bathrooms 4pk		\$ 14.87
Credit Card	9515-3612	Amazon.com	2/1/2022	Qty 2 Flex Fabric Bandages Box of 100		\$ 18.72
Credit Card	9515-3612	Amazon.com	2/1/2022	40pc Vintage Wood Hair Stick; 149pc Shrink Plastic Sheet Kit include 24pc Shrinky Art Paper w/ 125pc Keychains Accessories		\$ 25.22
Credit Card	9515-3612	Amazon.com	2/1/2022	Qty 2 Cellophane Wrap Roll Purple (CSDI Class Request)		\$ 28.64
Credit Card	9515-3612	Amazon.com	2/1/2022	Franklin Sports Flag Football Premier Set with Flags, cones and Carry bag		\$ 29.76
Credit Card	9515-3612	Amazon.com	2/1/2022	Extra Duty Urinal Screen 12pk		\$ 31.86
Credit Card	9515-3612	Jamba Juice	2/2/2022	Staff Drinks		\$ 57.51
Credit Card	9515-3612	John Wayne Airport	2/2/2022	Santa Ana Airport		\$ 38.00
Credit Card	9515-3612	Jumbula	2/2/2022	Monthly Fee for After School Online Service		\$ 40.00
Credit Card	9515-3612	OccasionalMotto	2/2/2022	Notebooks purchases		\$ 44.08
Credit Card	9515-3612	EvoPrep	2/2/2022	Performance Assessment Premium Access		\$ 247.00
Credit Card	9515-3612	NCS Pearson, Inc.	2/2/2022	WIAT-4 Oral Reading; Stimulus Book, Manual Admin Manual		\$ 596.18
Credit Card	9515-3612	Southwest Airlines	2/2/2022	Round Trip airplane travel (MC) 12/16/21		\$ 54.01
Credit Card	9515-3612	Southwest Airlines	2/2/2022	Round Trip airplane travel (MC) 11/29/21		\$ 317.95
Credit Card	9515-3612	Starbucks	2/2/2022	Staff gift card		\$ 60.00
Credit Card	9515-3612	Thumbs Up Plumbing	2/2/2022	Plumbing repairs		\$ 169.00
Credit Card	9515-3612	Cost Plus World Market	2/2/2022	Holiday Gift (Staff and GGA)		\$ 115.71
Credit Card	9515-3612	ZOOM.US	2/2/2022	Zoom Standard Biz Monthly		\$ 416.47
Credit Card	9515-3612	Amazon.com	2/2/2022	Qty 2 Saftey Steel Wire cage		\$ 38.56
Credit Card	9515-3612	Amazon.com	2/2/2022	Binglala 20pc Fidget toy stress relief hand toys; Mini cube 30pk Puzzel ; 16pc Fidget Toy bracelet (Student Accolades		\$ 68.30
Credit Card	9515-3612	Amazon.com	2/2/2022	Dual band 2 way radio 6pc		\$ 169.76
Credit Card	9515-3612	Amazon.com	2/2/2022	Qty 2 Safety Tech Steel Wire Cage		\$ 19.28

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Credit Card	9515-3612	Amazon.com	2/2/2022	Simple Houseware Standard Rod Garment Rack		\$ 42.85
Credit Card	9515-3612	Amazon.com	2/2/2022	Qty 2 Sharpty Plastic Hangers; Kraft Hot Cups 12oz 300pk; Coffee Mate French Vanilla Creamer		\$ 106.74
Credit Card	9515-3612	Amazon.com	2/2/2022	Qty 8 Paper Cone Water Cups		\$ 96.96
Credit Card	9515-3612	Amazon.com	2/2/2022	Qty 2 Epson Projector		\$ 906.46
Credit Card	9515-3612	Amazon.com	2/2/2022	Hologram Tamper Proof Stickers120ct		\$ 9.91
Credit Card	9515-3612	Amazon.com	2/2/2022	Mr Sketch Washable Markers 14ct; Galaxy stress balls 50bulk Student accolades		\$ 39.42
Credit Card	9515-3612	Amazon.com	2/2/2022	Animal Pencil Erasers 100pc Student Accolades		\$ 21.82
Credit Card	9515-3612	Amazon.com	2/2/2022	Flamin' Hot Mix Variety Pack 40ct Student Accolades		\$ 17.98
Credit Card	9515-3612	Amazon.com	2/2/2022	Party Favor Toy Assortment classroom rewards tudent Accolades		\$ 18.73
Credit Card	9515-3612	Amazon.com	2/2/2022	Weldon #4 with Applicator bottle		\$ 19.68
Credit Card	9515-3612	Amazon.com	2/2/2022	Takis Fuego 46pk Student Accolades		\$ 39.99
Credit Card	9515-3612	Amazon.com	2/2/2022	Qty 5 Elmers all purpose glue sticks 30ct; 1 Bostitch desktop stapler		\$ 98.16
Credit Card	9515-3612	Amazon.com	2/2/2022	Qty 2 HotHand Warmers 40ct		\$ 60.72
Credit Card	9515-3612	Amazon.com	2/2/2022	Qty 3 SanDisk 128GB Cruiser Flash Drive		\$ 49.59
Credit Card	9515-3612	Amazon.com	2/2/2022	Qty 4 Pelonis Electric Radiator		\$ 383.64
Credit Card	9515-3612	Amazon.com	2/2/2022	Coffee Mate French Vanilla Creamer; Always thin size 2 super pads 40ct of 3pk		\$ 38.16
Credit Card	9515-3612	Amazon.com	2/2/2022	Qty 5 Hallmark Funny Christmas card pack,		\$ 33.00
Credit Card	9515-3612	Amazon.com	2/2/2022	Post It Sticky Easy Pad 4pk		\$ 78.15
Credit Card	9515-3612	Amazon.com	2/2/2022	Astrobright Bright Green paper; Astrobright Ultra Blue paper; Qty 2 Laminating 3 mil pouches; Cone Water Cups 200pc		\$ 90.34
Credit Card	9515-3612	Amazon.com	2/2/2022	Mr Sketch Class Pack 192		\$ 192.00
Credit Card	9515-3612	Amazon.com	2/2/2022	Mr Sketch Class Pack 192		\$ 89.99
Credit Card	9515-3612	Amazon.com	2/2/2022	Qty 12 Cone water cups 6oz 100pc		\$ 158.52
Credit Card	9515-3612	Amazon.com	2/2/2022	Wrist coil keychain 20pk; Mr Sketch assorted markers; Mr Sketch twistable Crayon; Portable white noise Machine		\$ 55.69
Credit Card	9515-3612	Amazon.com	2/2/2022	Ortho Home Defense Insect Killer (LS)		\$ 19.12
Credit Card	9515-3612	Amazon.com	2/2/2022	Gift Bag 50pc bulk		\$ 17.99
Credit Card	9515-3612	Amazon.com	2/2/2022	Gold Foil Sticker Roll (for official transcript request)		\$ 6.93
Credit Card	9515-3612	Amazon.com	2/2/2022	Qty 7 Cold Pack set of 24; Qty 8 Amazon #2 Presharpened pencil bulk 150; Qty 2 Megaphone Speaker; Qty 2 Bulk 20pk Scissor;		\$ 404.36

Payment Type	Check #/CC Account	Vendor	Transaction Date	Description	Void	Amount
Credit Card	9515-3612	Amazon.com	2/2/2022	Qty 2 Amazon High Speed 10 cable; Qty 4 Pelonis Electric Radiator; 2pk Life Saver hard Candy; 36ct Hershey bar		\$ 465.93
Credit Card	9515-3612	Amazon.com	2/2/2022	Hot Hand Warmers Qty 8		\$ 242.88
Credit Card	9515-3612	Amazon.com	2/2/2022	Smartphone clamp; Qty 2 Utility Knife Heavy Duty 2pk; Amazon Basic 64gb Memory card 100MB, Bostitch Pencil Sharpener; Orange Rubber Stamp sheet for laser engraving; Hot Hand Warmer Qty 7; Gorilla Wood Glue Qty 2		\$ 392.62
Credit Card	9515-3612	Amazon.com	2/2/2022	KDG Stress balls 20pk; Qty 2 Eclipse Winter Frost Sugarfree cum 8pk; American Greeting thank you cards		\$ 90.29
Credit Card	9515-3612	Amazon.com	2/2/2022	HDMI to VGA 2pk		\$ 14.32
Credit Card	9515-3612	Imprint	2/2/2022	Staff Sweater		\$ 2,235.48
Credit Card	9515-3612	76 Gas	2/2/2022	Gas Travel (MC)		\$ 11.86
Credit Card	9515-3612	Adobe	2/2/2022	Adobe Creative Cloud Monthly Membership (MC)		\$ 19.99
Credit Card	9515-3612	Adobe	2/2/2022	Adobe Creative Cloud Monthly Membership		\$ 19.99
Credit Card	9515-3612	All American Lock and Key Inc	2/2/2022	Repair of door lock Mechanism at LS		\$ 289.00
Credit Card	9515-3612	BambooHR	2/2/2022	HR System		\$ 325.00
Credit Card	9515-3612	Burma Superstar Alameda	2/2/2022	Digital Copy gift card		\$ 100.00
Credit Card	9515-3612	Calendly.com	2/2/2022	Calendly subscription		\$ 15.00
Credit Card	9515-3612	Catsone.com	2/2/2022	Prorated User Increase - 1 user day 28 in Cycle		\$ 1.59
Credit Card	9515-3612	Catsone.com	2/2/2022	Monthly Fee for Recruiting Program- 6 users		\$ 142.80
Credit Card	9515-3612	Costco Membership	2/2/2022	Costco By Instacart Quest		\$ 300.08
Credit Card	9515-3612	DHGate.com	2/2/2022	Disposable Mask Lower School		\$ 324.00
Credit Card	9515-3612	DHGate.com	2/2/2022	Disposable Mask Upper School		\$ 324.00
Credit Card	9515-3612	Dollar Tree	2/2/2022	Dollar Tree Purchase		\$ 90.39
Credit Card	9515-3612	Jamba Juice	2/2/2022	Staff Drinks		\$ 12.78

*NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES*

*MASTER CONTRACT*

*2021-2022*

# MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA EAST BAY INNOVATION ACADEMY

Contract Year 2021-2022

  x   Nonpublic School

       Nonpublic Agency

**Type of Contract:**

  x   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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**2021-2022**

**CONTRACT NUMBER:**

**LOCAL EDUCATION AGENCY:** East Bay Innovation Academy

**NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:** The Phillips Academy

**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**  
**MASTER CONTRACT**

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract (or “Contract”) is entered into on July 1, 2021, between East Bay Innovation Academy, hereinafter referred to as the local educational agency (“LEA”), a member of the El Dorado County SELPA and The Phillips Academy (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 relevant services specified in the student’s Individualized Education Program (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 and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as “OAH”) order, a lawfully executed settlement 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 NPS placement or NPS/A services until the date on which an IEP team meeting is convened, the IEP team determines that a NPS 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 NPS/A. All NPS/A services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 *et seq* and within the professional scope of practice of each provider’s license, certification and/or credential. A current copy of CONTRACTOR’s NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Master Contract.



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

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

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

### **3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

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

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

### **4. TERM OF MASTER CONTRACT**

The term of this Master Contract shall be from July 1, 2021 to June 30, 2022 (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. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2022. In the event the contract negotiations are not agreed to by June 30<sup>th</sup>, the most recently executed Master Contract will remain in effect for 90 days. (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 ISA and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

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

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

## **6. INDIVIDUAL SERVICES AGREEMENT (“ISA”)**

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

Any and all changes to a student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the student's IEP or by written agreement between the parent and LEA. 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 NPS/A.

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 NPS/A. 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 this Contract, unless otherwise specified in this 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 NPS/A 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 "Contract" 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; behavior emergency reports (BER); incident reports; notification of injuries; 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 NPS/A 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, BER's, incident reports, notification of injuries and all other relevant 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 ISA 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 Contract, 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 CONTRACTOR from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a \$1 million combined single limit.

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

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

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

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

- E. CONTRACTOR, upon execution of this Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole

cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.

- G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

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

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

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

\$3,000,000 per occurrence  
 \$6,000,000 in General Aggregate.

The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the LEA.

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability** coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.
- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

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

**16. INDEMNIFICATION AND HOLD HARMLESS**

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors (“LEA Indemnities”) harmless against all liability, loss, damage and expense (including reasonable attorneys’ fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA and the Member District(s) shall have the right in their sole discretion to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

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

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

**17. INDEPENDENT CONTRACTOR**

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Contract 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 Contract shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

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

**18. SUBCONTRACTING**

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

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor’s insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind



coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

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

## **19. CONFLICTS OF INTEREST**

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

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

When CONTRACTOR is a NPA, 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 is or 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)**

The 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 NPS/A 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 NPS. 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 NPS/A 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.*

When CONTRACTOR is a NPS, CONTRACTOR’s general program of instruction shall: (a) utilize evidence-based practices 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 NPS: (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 NPA and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The NPA providing Behavior Intervention services shall develop a written plan that specifies the nature of their NPA 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 (LCI), 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. 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 NPA, 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 NPS, 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 NPA 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 NPS, 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 NPS 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 NPS shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. The NPS and the LEA may agree to one 30 school day period per contract year where class size may be increased to ensure 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 NPA.

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 NPS, 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 NPS 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 NPA, 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 NPA service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

## **26. DATA REPORTING**

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide data related to all sections of this contract,

including student discipline as noted below, and requested by and in the format required by the LEA. It is understood that all NPS/A shall utilize the LEA approved electronic IEP system for all IEP development, service tracking documentation, and progress reporting, unless otherwise agreed to by the LEA. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

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

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

## **27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT**

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

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

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

## **28. STATEWIDE ACHIEVEMENT TESTING**

When CONTRACTOR is a NPS, 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, data collection, and standardized



testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

### 30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with the requirements of Education Code section 49005, *et seq.*, 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and its implementing regulations. If the Individualized Education Program (“IEP”) team determines that a student’s behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan (“BIP”), the IEP team may conclude it is sufficient to address the student’s behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR’s pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the schoolday, and annually to all staff who have any contact or interaction with pupils during the schoolday. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request.

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

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

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following: (1) Any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock (2) An intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual. (3) An intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities. (4) An intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma. (5) Restrictive

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

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

### **31. STUDENT DISCIPLINE**

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

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA. 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 (10<sup>th</sup>) day of suspension.

### **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 NPS; 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 LEA or SELPA may provide training for any CONTRACTOR to ensure access to the approved system. The CONTRACTOR 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/NPA, the NPS/NPA and LEA shall discontinue use of the approved system for that student.

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

### **33. SURROGATE PARENTS AND FOSTER YOUTH**

CONTRACTOR shall comply with LEA surrogate parent assignments. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756*. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

### **34. DUE PROCESS PROCEEDINGS**

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

### **35. COMPLAINT PROCEDURES**

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

Accountability Act (“HIPAA”). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

### **36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS**

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

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

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

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

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For NPA 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 NPS, CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student’s school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

**38. STUDENT CHANGE OF RESIDENCE**

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

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

**39. WITHDRAWAL OF STUDENT FROM PROGRAM**

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

CONTRACTOR providing services in the student's home as specified in the IEP shall ensure 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.

All problems and/or concerns reported to parents, both verbal and written, shall also be provided, in writing, to the LEA.

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

If CONTRACTOR is a 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 NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a 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., regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in the LEA student's IEPs. CONTRACTOR shall meet all monitoring requirements as noted in Section 43 below.

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

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with NPS placement until the date on which an IEP team meeting is convened, the IEP team determines that a NPS 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 NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

#### **43. MONITORING**

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

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

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

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

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching

staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA or 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 NPS, 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 NPS, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

## **PERSONNEL**

### **44. CLEARANCE REQUIREMENTS**

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the NPS/A. 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 NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5))

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 NPA 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 NPS/A 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 NPS/A 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 NPS, 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. 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 31<sup>st</sup> 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 NPS, no later than the tenth (10<sup>th</sup>) 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 NPA 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 NPA, it shall notify LEA of the absence of a student no later than the fifth (5<sup>th</sup>) consecutive service day of the student's absence. 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 NPS/A 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.





**EXHIBIT A: 2021-2022 RATES**

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: The Phillips Academy

The CONTRACTOR CDS NUMBER: 01-61119-6979140

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: 1:14

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: \$243.00
  
- 2) Inclusive Education Program  
 (Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE: \_\_\_\_\_
  
- 3) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	_____	_____
<u>Language and Speech (415)</u>	<u>\$103.00</u>	<u>Hourly</u>
<u>Adapted Physical Education (425)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care (435)</u>	_____	_____
<u>Health and Nursing: Other Services (436)</u>	_____	_____
<u>Assistive Technology Services (445)</u>	<u>\$103.00</u>	<u>Hourly</u>
<u>Occupational Therapy (450)</u>	<u>\$103.00</u>	<u>Hourly</u>
<u>Physical Therapy (460)</u>	_____	_____
<u>Individual Counseling (510)</u>	<u>\$177.00</u>	<u>Hourly</u>
<u>Counseling and Guidance (515)</u>	<u>\$177.00</u>	<u>Hourly</u>
<u>Parent Counseling (520)</u>	<u>\$177.00</u>	<u>Hourly</u>
<u>Social Work Services (525)</u>	_____	_____
<u>Psychological Services (530)</u>	_____	_____
<u>Behavior Intervention Services (535) Behavioral Aide</u>	<u>\$40.00</u>	<u>Hourly</u>
<u>Specialized Services for Low Incidence Disabilities (610)</u>	_____	_____
<u>Specialized Deaf and Hard of Hearing (710)</u>	_____	_____
<u>Interpreter Services (715)</u>	_____	_____
<u>Audiological Services (720)</u>	_____	_____

<u>Specialized Vision Services (725)</u>		
<u>Orientation and Mobility (730)</u>		
<u>Specialized Orthopedic Services (740)</u>		
<u>Reader Services (745)</u>		
<u>Transcription Services (755)</u>		
<u>Recreation Services, Including Therapeutic (760)</u>		
<u>College Awareness (820)</u>		
<u>Work Experience Education (850)</u>	<u>\$50.00</u>	<u>Hourly</u>
<u>Job Coaching (855)</u>	<u>\$50.00</u>	<u>Hourly</u>
<u>Mentoring (860)</u>		
<u>Travel Training (870)</u>		
<u>Other Transition Services (890)</u>		
<u>Other Reading Tutor (900)</u>	<u>\$89.00</u>	<u>Hourly</u>
<u>Other Math Tutor (900)</u>	<u>\$89.00</u>	<u>Hourly</u>

**EAST BAY INNOVATION ACADEMY**  
**RESOLUTION TO DESIGNATE BANK ACCOUNT SIGNATORIES**

WHEREAS, East Bay Innovation Academy is a California nonprofit public benefit corporation that operates as a California public charter school at 3400 Malcolm Ave, Oakland, CA 94605;

WHEREAS, East Bay Innovation Academy owns bank accounts with Wells Fargo (“Bank Accounts”);

WHEREAS, East Bay Innovation Academy seeks to revoke a previously designated Bank Account signatory and appoint a new signatory;

WHEREAS, Laurie Jacobson Jones, Co-Founder and Treasurer, was previously designated by the Board of Directors as an authorized Bank Account signatory;

WHEREAS, Laurie Jacobson Jones is transitioning out of her role as Treasurer or board member of the East Bay Innovation Academy and is therefore being removed as a key executive on the Bank Account;

WHEREAS, East Bay Innovation Academy seeks to have Rochelle Benning, Co-Founder and Board Chair serve as an authorized Bank Account signatory in place of Laurie Jacobson Jones;

WHEREAS, East Bay Innovation Academy seeks to confirm that Michelle Cho, Executive Director, shall remain as an authorized Bank Account signatory;

THEREFORE, IT IS RESOLVED, that the Board revokes its previous designation of Laurie Jacobson Jones as a key executive on the Bank Account and an authorized bank account signatory;

THEREFORE, IT IS RESOLVED FURTHER, that Rochelle Benning, Co-Founder shall be designated as an authorized Bank Account signatory;

THEREFORE, IT IS FURTHER RESOLVED, that Michelle Cho, Executive Director, shall continue to serve as an authorized Bank Account signatory;

THEREFORE, IT IS FURTHER RESOLVED, that the authorized Bank Account signatories are authorized to sign checks, drafts, and other instruments drawn on the Bank Account, on behalf of and for the benefit of East Bay Innovation Academy, subject to any restrictions on that authority as the Board may deem appropriate.

PASSED AND ADOPTED by the Board of Directors at a regular meeting held on April 20, 2022, by the following vote:

Ayes:

Nos:

Abstentions:

\* \* \* \*

**CERTIFICATE OF SECRETARY**

I certify that I am the duly elected Secretary of East Bay Innovation Academy, a California nonprofit public benefit corporation; that this resolution is true and correct as written and was duly adopted by the Board at a regular meeting held on April 20, 2022.

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Kelly Garcia, Secretary



**STATEMENT OF WORK #7**  
by and between  
**EdTec Inc. and East Bay Innovation Academy**

<b>Reference:</b>	Master Services Agreement dated April 22, 2013, by and between EdTec Inc. (“EdTec”) and East Bay Innovation Academy (“Client”).
<b>Term:</b>	July 1, 2022 through June 30, 2024 (the “Initial Term”). This Statement of Work shall automatically renew for consecutive additional one (1) year terms unless either party provides written notice of non-renewal to the other at least one hundred twenty (120) days prior to the expiration of the then-current term (each, a “Renewal Term”). The Initial Term and any Renewal Term(s) are referred to as the Term.
<b>Scope of Services:</b>	<p>The philosophy of our Back-Office Services is that we provide outsourced solutions so your school can focus on its educational mission. Moreover, you receive the benefit of our extensive experience with California Charter Schools.</p> <p><b>1. FINANCE and ACCOUNTING</b></p> <p><b>Budgeting:</b></p> <ul style="list-style-type: none"> <li>▪ <b>Annual and multi-year budgets including cash flows</b> – For existing full back-office clients, EdTec works with the school leader to create annual and multi-year budgets in time for submission to the State by July 1, and for new clients entering their first year of operations, in the spring or when services begin, EdTec will review the school’s budget in time for submission to the State by July 1. EdTec strives to ensure that the annual budgets are strategic documents that capture the operations and direction of the school.</li> <li>▪ <b>Budget revisions (as needed, on demand)</b> – EdTec revises budgets as needed to reflect changing circumstances at the school or in State funding.</li> <li>▪ <b>Updated bimonthly (every two months) budget forecasts</b> – EdTec tracks budget to actuals and updates the budget forecast every other month (if forecasts move materially off budget, we recommend a budget revision).</li> </ul> <p><b>Financial Statements:</b></p> <ul style="list-style-type: none"> <li>▪ <b>Bimonthly (every two months) year-to-date financial statements</b> EdTec prepares YTD financials compared to budget in time for the a regularly scheduled board or committee meeting every other month. EdTec makes the financials and presentation electronically available as part of the board package ahead of the applicable meeting. For schools with board or committee meetings on or before the 15th of the month, EdTec will furnish the financials and presentation in time for (but not in advance of) the meeting. For schools with board or committee meetings on or before the 10th of the month, EdTec will furnish the financials and presentation (for the month prior to the previous month) ahead of the meeting.</li> <li>▪ <b>Bimonthly (every two months) cash flow projections</b> – EdTec monitors the school’s cash position and tries to anticipate any cash shortfalls in future months so the school can adjust spending accordingly or attempt to secure cash flow loans.</li> </ul>



	<ul style="list-style-type: none"> <li>▪ <b>Financial statement analysis (bimonthly)</b> – In addition to financial statements, EdTec provides a succinct PowerPoint summary and analysis of the financial statements so Board and staff can quickly focus on the salient financial issues facing the school.</li> <li>▪ <b>Customized financial analysis</b> – EdTec performs reasonable financial analysis that the staff or board requests, e.g. providing a comparative analysis of the school’s budget relative to industry norms, scenario modeling (within reason), or fulfilling a request from the authorizing entity. EdTec will also provide customized reports (within reason) for grant proposals.</li> <li>▪ <b>Support in resolving financial issues</b> – EdTec helps the school leader find solutions to financial issues by recommending budget changes and/or identifying sources of potential funding.</li> </ul> <p><b>Accounting:</b></p> <ul style="list-style-type: none"> <li>▪ <b>Setup of school’s chart of accounts and general ledger</b> – EdTec sets up and maintains the school’s chart of accounts, based on EdTec’s standard structure which is designed to be compliant with SACS.</li> <li>▪ <b>Customized account codes</b> – EdTec maintains limited customized account codes for unique features of the school program. These must be established at the beginning of the fiscal year to avoid re-coding of historic transactions.</li> <li>▪ <b>Fund accounting</b> – EdTec can track revenue and expenditures by fund, e.g. implementation grant funds and expenses or Title I expenditures.</li> <li>▪ <b>Training</b> – EdTec trains appropriate personnel on accounting procedures and practices designed to ensure accurate record keeping.</li> <li>▪ <b>Transaction recording</b> – EdTec records in detail all transactions in a computerized accounting system.</li> <li>▪ <b>Journal entries and account maintenance</b> – EdTec prepares and records journal entries and maintains the general ledger according to accepted accounting standards.</li> <li>▪ <b>Bank reconciliation</b> – EdTec reconciles primary bank and investment accounts to general ledger monthly or upon receipt of statements. Revolving and petty cash accounts are reconciled quarterly or as required.</li> <li>▪ <b>Account for capital outlay expenses</b> – EdTec records capitalized assets as provided by the school. On an annual basis, EdTec records related depreciation and amortization in the general ledger and reconciles expenditures to fixed asset listing.</li> <li>▪ <b>Generate financial reports as requested</b> – EdTec can generate the following reports upon request: detailed account activity; bank register activity; summary of budget; expenditures by account; cash balances; payroll register (for periods when payroll is processed by EdTec); revenues; general ledger account balances.</li> </ul> <p><b>Accounts Receivable:</b></p> <ul style="list-style-type: none"> <li>▪ <b>Revenue verification</b> – EdTec verifies that the school is receiving the correct amount of funds from State and Federal sources.</li> <li>▪ <b>Revenue collection</b> – If the funds from the State or the county/district are not correct, EdTec tracks down the appropriate officials and alerts them of the problem. EdTec will use reasonable efforts to</li> </ul>
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	<p>negotiate on behalf of the school in disputes with funding agencies over improperly calculated payments.</p> <p><b>Government Financial Reporting:</b>                  Subject to timely receipt of information and/or materials from Client, EdTec provides the following:</p> <ul style="list-style-type: none"> <li>▪ <b>Preliminary and final budget reports</b> – EdTec prepares and files the preliminary budget report by July 1st based on the board adopted budget and a final budget as required.</li> <li>▪ <b>Interim financial reports</b> – EdTec prepares and files the two interim financial reports to the district or county by the December 15 and March 15 deadlines.</li> <li>▪ <b>Audited financial reports</b> – Subject to timely receipt of information and/or materials from the auditor, EdTec prepares and files the unaudited financial report, for the 2022-23 and subsequent school fiscal years during the Term, by September 15. EdTec supports the Client and the auditor, for the 2022-23 and subsequent school fiscal years during the Term, in the preparation (by the auditor) of the final audited report by December 15.</li> </ul> <p><b>Audit:</b>  <u><i>Note: EBIA will be responsible for providing all 2021-22 data required to complete the 2021-22 audit and audit schedules, including accrued revenue and expense amounts, as well as providing all 2021-22 data required to complete the Unaudited Actuals (EdTec will provide the accounting support for the 2021-22 audit consistent with past practice under the Third Amended &amp; Restated SOW#4 for Limited Back-Office Support).</i></u></p> <ul style="list-style-type: none"> <li>▪ <b>Audit support</b> – For the 2022-23 and subsequent school fiscal years during the Term, EdTec prepares financial documents for the auditors and works side-by-side with the auditors to help ensure a smooth and timely audit process. For clarification, the school is responsible to pay auditor fees. The school shall also provide all non-financial records required by the audit – e.g. attendance records, employee records, teacher certifications.</li> <li>▪ <b>Audit compliance training</b> – EdTec helps the school leader and audit staff develop financial policies designed to meet requirements and help protect the school from financial mismanagement.</li> <li>▪ <b>Single Audit Act of 1984</b> – EdTec provides support in school compliance with accounting related audit requirements, including the Single Audit Act of 1984.</li> <li>▪ <b>IRS Form 990 support</b> (and the corresponding State form, if applicable) – EdTec supports the school and auditor in preparing Form 990 tax-exempt organization annual filing. (For clarification, fees for audit and 990 are paid by school and it is the school's and auditor's sole responsibility to ensure these forms are filed).</li> <li>▪ <b>Annual auditor selection form</b> – EdTec sends auditor information to the county in the spring.</li> <li>▪ The school is responsible for attendance and audit of employee work.</li> </ul>
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	<p><b>2. PAYROLL and HUMAN RESOURCES</b></p> <p><b>Payroll:</b></p> <p>EdTec uses an external payroll processor to accomplish the following tasks. EdTec interfaces between the school and payroll processor, and performs quality checking so that the school does not need to interact with the payroll processor. The school pays payroll processing fees.</p> <ul style="list-style-type: none"> <li>▪ <b>Payroll processing</b> – EdTec calculates and processes payroll and payroll-related payments/deductions for salaried and hourly employees based on information submitted by authorized Client representatives (excluding benefit accrual tracking such as vacation and sick time). EdTec works with the payroll processor to generate checks for signature by authorized Client representatives (or through electronic signature) or facilitates Direct Deposit at the Client’s request. The fees set forth below include monthly or semi-monthly payroll processing.</li> <li>▪ <b>Payroll reporting</b> – EdTec works with the payroll processor to prepare and file all required payroll reports for submission to Federal and State agencies and submits electronic payroll, payroll tax reports and payroll tax deposits to the appropriate authorities for a single EDD/tax ID number. For multiple reporting numbers, an additional fee will apply.</li> <li>▪ <b>Payroll record maintenance</b> – EdTec keeps track of payroll information. Client is responsible for maintaining all employee files, including forms based on EdTec-provided template files.</li> <li>▪ <b>W-2 processing</b> – EdTec works with the payroll processor to prepare and send Form W-2 to the school and to file Forms W-2 and W-3 with the Social Security Administration, provided that this SOW remains in effect at the end of the applicable calendar year, and subject to the timely receipt of accurate and complete information and data from Client, in accordance with EdTec policies, throughout the Term and including for any portion of the applicable calendar year that preceded the provision of Services under this SOW.</li> <li>▪ <b>IRS, SDI, WC support</b> – EdTec assists in resolving payroll tax issues before the IRS and other Federal and State reporting agencies. EdTec also assists school with any State Disability, Workers Comp, or Unemployment Insurance claims by providing supporting payroll reports.</li> <li>▪ <b>STRS/PERS and other retirement plan administration</b> – EdTec will help the school set up STRS/PERS accounts, and makes appropriate deductions and payments to the county for STRS and/or PERS based on information provided by the school. Note that in some cases it can take approximately 12 months to set up such contributions because of district/county delays. Also, some counties charge separately for this mandated service. The school is ultimately responsible for STRS/PERS account setup, administration and enrollments and any fees from outside parties including late fees and interest levied by STRS/PERS.</li> </ul> <p><b>Benefits and Insurance:</b></p> <ul style="list-style-type: none"> <li>▪ <b>Health benefits administration</b> – EdTec assists in guiding the school in the health benefits procurement process, and assists with re-quotes of insurance on an annual basis. Client is responsible for</li> </ul>
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	<p>all benefit reporting under the Affordable Care Act, including without limitation the Forms 1094-C and 1095-C.</p> <ul style="list-style-type: none"> <li>▪ <b>Insurance procurement</b> – EdTec provides financial information necessary for the liability insurance quote process.</li> </ul> <p><b>3. BUSINESS CONSULTING</b></p> <p>EdTec is a strategic thought partner to its Clients and provides high-value support and guidance in the following areas:</p> <ul style="list-style-type: none"> <li>▪ <b>Negotiations</b> – EdTec supports the school director and board with non-legal, business advice in negotiations related to issues such as MOUs, facilities, and SPED with districts, landlords, vendors, and others, including developing presentations and analyses to buttress the school’s position.</li> <li>▪ <b>Strategic budget development</b> – EdTec can assist the school director and board with strategic financial planning and budget scenario development.</li> <li>▪ <b>Financing support</b> – EdTec assists clients in preparing loan packages and connecting the school with non-traditional/specialized funding sources such as bonds, New Market Tax Credits, Community Development Financial Institution (CDFI) resources, and philanthropic funds.</li> <li>▪ <b>Legal services optimization</b> – EdTec can help clients think through and frame issues in preparation for engaging legal counsel, thereby assisting in a more efficient use of legal services costs.</li> <li>▪ <b>Special projects</b> – EdTec performs business-related special projects within reason, such as modeling growth, compensation and facilities scenarios, and providing an understanding of and analyzing food service and transportation options. (Note: due to State regulations, EdTec cannot complete the School Food Authority (SFA) application. However, EdTec provides assistance in understanding the process.) EdTec can also assist the school leader, within reason, in the analysis and understanding of best practices regarding a structurally sound pay scale.</li> </ul> <p><b>4. BOARD MEETINGS</b></p> <ul style="list-style-type: none"> <li>▪ <b>Board meeting attendance</b> – EdTec attends regularly scheduled board and finance committee meetings in person or by teleconference (at most a total of one meeting every two months), and presents its financial analysis presentation. EdTec can assist the board in staying in compliance with the Brown Act.</li> </ul> <p><b>5. FACILITIES</b></p> <ul style="list-style-type: none"> <li>▪ <b>Facility needs assessment and planning</b> – EdTec works with clients to help them refine their thinking about key facilities-related considerations and identify important facility requirements based on the school program and industry standards. EdTec helps clients think creatively about their facility needs and come up with workable solutions.</li> <li>▪ <b>Prop 39</b> – EdTec helps the school prepare Prop 39 requests, including analyzing student data, and helps to manage timelines related to the Prop 39 process.</li> </ul>
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	<ul style="list-style-type: none"> <li>▪ <b>District negotiations</b> – EdTec will help the school negotiate deals with the district regarding facilities.</li> <li>▪ <b>Financial reporting to lender</b> - EdTec provides financial data to lenders for loan covenants.</li> <li>▪ <b>Facilities funding support</b> – EdTec provides financial data for compliance-related reporting on State facility funding programs such as Prop 1D.</li> <li>▪ <b>Facility acquisition/lease negotiation</b> – <i>On a separate fee basis and subject to staff availability, EdTec can assist clients with business, non-legal advice in negotiating purchase and/or lease terms. The school’s attorney should review these.</i></li> </ul> <p><b>6. COMPLIANCE and ACCOUNTABILITY</b></p> <ul style="list-style-type: none"> <li>▪ Note that compliance and accountability are the responsibility of the school. EdTec will provide advice on some matters, but this information is not comprehensive. In addition, since rules, regulations and interpretations regularly change, schools should seek independent verification from their attorneys or other sources.</li> <li>▪ <b>Mid-year internal review</b> – From time to time, EdTec may perform an internal review with client designed to help the school comply with many school regulations, or in preparation for a potential authorizer site visit. Using an EdTec-developed checklist, we assist the school staff in testing compliance in key areas, such as: Board resolutions and policies; risk management; food service; restricted funding; student and personnel files; and attendance reporting and student data.</li> <li>▪ <b>Employee files</b> – As noted above, EdTec provides schools with templates for employee files, forms, and procedures to help ensure compliance with employment laws. (Note: the school should have an attorney review all legal issues.)</li> <li>▪ <b>ESSA compliance support</b> – EdTec will track the financial reporting and can help provide related backup necessary for the Every Student Succeeds Act (ESSA) compliance. On an hourly billable basis, EdTec can provide assistance on Local Control Accountability Plan (LCAP) development and related school and student performance analysis.</li> <li>▪ <b>SPED compliance</b> – EdTec provides partial checklists and general information to help schools understand their responsibilities related to Special Education. EdTec assistance does not include educational program compliance and we recommend getting specialized assistance in this area to ensure complete compliance. EdTec assists the school in completing the following reports: Maintenance of Effort (MOE), Mental Health expenditure reporting, Excess Cost Report, and year-end reporting.</li> <li>▪ <b>Funding compliance</b> – EdTec makes compliance recommendations regarding funding requirements, such as Federal PCSGP implementation grant funding and other restricted funds. Note that, as more information becomes available, ESSA compliance may be especially complex with many school obligations.</li> <li>▪ <b>District and State regulation compliance</b> – EdTec can help the school identify areas where it may not be in compliance with district or State regulations.</li> </ul>
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	<p><b>7. ATTENDANCE and DATA REPORTING</b></p> <ul style="list-style-type: none"> <li>▪ <b>Local attendance reporting</b> – EdTec will provide support with monthly attendance reports based on school-provided data as outlined in the addendum to this Statement of Work.</li> <li>▪ <b>State attendance reporting</b> – Using school-provided data, and at the school’s request, EdTec will provide support on government attendance reports, including the 20-day report, P-1, P-2, and Annual Attendance Report. For specific support level, please refer to the Roles and Responsibilities in Attachment 1.</li> <li>▪ <b>Non-attendance reporting</b> – EdTec will support school on CBEDS reporting. For specific support level, please refer to the Roles and Responsibilities in Attachment 1.</li> <li>▪ <b>Attendance procedures assistance</b> – EdTec will provide assistance reviewing schools’ attendance accounting procedures and advising on areas for improvement, although the school is ultimately responsible for keeping accurate attendance and ADA compliance.</li> <li>▪ <b>Quarterly ADA analysis</b> – EdTec reviews ADA data to ensure the school is on track with projections, if EdTec is provided access by the school to their Student Information System.</li> <li>▪ School requests for EdTec assistance on items not listed in this section shall be billed hourly.</li> </ul> <p><b>8. CHARTER DEVELOPMENT and GRANTS ADMINISTRATION</b></p> <ul style="list-style-type: none"> <li>▪ <b>Financial reports</b> – EdTec prepares customized financial reports for grant purposes, within reason.</li> <li>▪ <b>Fund accounting</b> – EdTec sets up fund accounting to track direct and allocated costs to grants.</li> <li>▪ <b>Consolidated Application (ConApp)</b> – EdTec prepares the Consolidated Application parts 1 and 2 for eligible schools and files in the Consolidated Application Reporting System (CARS).</li> <li>▪ <b>After School Education and Safety Program (ASES)</b> – EdTec submits annual budget and quarterly expenditure reports.</li> <li>▪ <b>School-Based Medi-Cal Administrative Activities (SMAA)</b> – EdTec completes quarterly reports.</li> <li>▪ <b>Charter School Facilities Incentive Grant (CSFIG)</b> – EdTec completes semi-annual disbursement requests.</li> <li>▪ <b>Deferral Exemption Application</b> – EdTec completes the application for the school.</li> <li>▪ <b>Charter renewal</b> – <i>On a separate fee basis, EdTec can assist in preparing and advocating a charter petition for school renewal.</i></li> </ul>
<p><b>Excluded Services:</b></p>	<p>Other than the services outlined above, EdTec is not responsible for any other activities, unless mutually agreed to in writing. Examples of Excluded Services include, but are not limited to, outside legal costs, computer installation and support, purchasing of small items or of curriculum materials, printing and graphic arts, grant writing or fundraising, hiring and associated legal requirements (e.g., background checks, credential reviews) and recordkeeping, meetings with outside parties (e.g., the Board or District) beyond those meetings required to accomplish the included services, Special Ed administration, testing, assessment, compliance with ESSA, compliance with government grant</p>



	<p>requirements, audits, attendance accounting, and other outside professional services costs.</p>
<p><b>Compensation:</b></p>	<ul style="list-style-type: none"> <li>• <b>Back Office Services:</b> The fees for the scope of services in this SOW are:                     <ul style="list-style-type: none"> <li>○ \$146,022 for the 2022-23 school fiscal year</li> <li>○ \$153,029 for the 2023-24 school fiscal year</li> </ul> <ul style="list-style-type: none"> <li>▪ The fees above are for the scope of services contained herein solely for those school(s) for which Client holds a granted charter or that have been in operation prior to the date of this SOW.</li> <li>▪ In addition to the fees calculated as provided above, there will be an incremental fee for the following, if applicable:                             <ul style="list-style-type: none"> <li>▪ Benefit accrual tracking such as vacation and sick time for a one-time setup fee of \$250.</li> <li>▪ Use by school personnel of debit cards.</li> </ul> </li> </ul> </li> <li>▪ <b>Consulting:</b> Should you desire additional services not in the above scope, and for any services provided prior to July 1, 2022 (other than the preparation of the budgets for submission to the State by July 1 as described above, for which there would be no additional hourly charge), we would be pleased to provide these, subject to staff availability, at the then-current discounted hourly fee schedule for back-office clients (travel time is billed at ½ of the applicable hourly rate). Typical additional services that are not in the above scope are charter petition writing and the implementation of computer systems or computerized Student Information Systems. Again, this rate includes normal phone, copying and incidental costs. Additional costs would include mileage reimbursement for travel, overnight delivery charges, and pre-approved out-of-pocket expenses.</li> <li>▪ <b>Fee Increases:</b> EdTec reserves the right to increase the fees payable under this Statement of Work by up to 5% upon the conclusion of the Initial Term and each Renewal Term. EdTec will provide written notice of a fee increase at least thirty (30) days prior to the expiration of the Initial Term or then-current Renewal Term, as applicable.</li> <li>▪ <b>Payment Terms:</b> All fees payable to EdTec must be received by EdTec within thirty (30) days of the date of invoice. EdTec reserves the right to suspend the provision of Services in the event an invoice is thirty days past due.</li> </ul>
<p><b>School Obligations</b></p>	<p>EdTec’s services will assist with the operations of Client’s back-office operations, but do not include auditing Client’s provided information and operations for completeness and compliance. It is Client’s responsibility to adopt and adhere to reasonable policies and procedures, and to ensure the school remains in compliance with all applicable rules and regulations and maintains sound fiscal operations. In order to fulfill the scope of services described herein, EdTec relies on Client to provide timely, accurate and complete information, and to cooperate reasonably with EdTec. Furthermore, Client must immediately inform EdTec of any material change that could affect EdTec’s ability to complete its responsibilities and to assist Client in complying with all applicable laws and regulations.</p> <p>Client will comply with the attached Roles and Responsibilities document (Attachment 1).</p>

Statement of Work #7 by and between EdTec Inc. and  
 East Bay Innovation Academy  
 Page 9 of 11, April 20, 2022

<p><b>Termination</b></p>	<p>Either party may, upon giving thirty (30) days' written notice identifying specifically the basis for such notice, terminate this Statement of Work for breach of a material term or condition of this Statement of Work, unless the party receiving the notice cures such breach within the thirty (30) day period. In addition, EdTec may terminate this Statement of Work immediately upon written notification and without liability, (a) if Client, in EdTec's reasonable judgment, violates any of the "School Obligations" above, (b) if Client does not open by September 30, 2022, or (c) upon any revocation of Client's charter. Upon any early termination under this section, Client shall pay EdTec for all services rendered by EdTec prior to the effective date of termination. In addition, if EdTec terminates this Statement of Work under this section, Client shall also pay EdTec for any demobilization or other costs resulting from such early termination.</p>
<p><b>EDTEC INC.</b></p> <p>By: _____</p> <p>Name: Steve Campo</p> <p>Title: President &amp; CEO</p> <p>Date: _____</p> <p>1410A 62nd Street              Emeryville, CA 94608</p> <p>Fax: 510.663.3503</p>	<p><b>EAST BAY INNOVATION ACADEMY</b></p> <p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>Address: _____</p> <p>_____</p> <p>Email: _____</p> <p>Phone: _____</p> <p>Fax: _____</p>
	<p>The undersigned officer of East Bay Innovation Academy, a California public charter school (the "School"), hereby certifies that this Agreement has been duly approved by the governing body of the School, at a publicly noticed meeting held on April 20, 2022.</p> <p><b>EAST BAY INNOVATION ACADEMY</b></p> <p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p>

## ATTACHMENT 1

### Roles and Responsibilities

Clarity on roles and responsibilities between EdTec and East Bay Innovation Academy (“Client”) will help ensure high quality, timely business services. Table 1 below outlines the roles and responsibilities of both parties:

Table 1: Roles & Responsibilities

	<b>EdTec</b>	<b>Client</b>
<b>Payroll</b>	<ul style="list-style-type: none"> <li>▪ Accurate, complete payroll on a monthly or semi-monthly basis</li> <li>▪ Published calendar of payroll deadlines</li> <li>▪ Reminders for payroll deadlines</li> <li>▪ Final payroll information sent to client for approval prior to client’s payroll approval deadline</li> <li>▪ Advice on setting up STRS/PERS</li> <li>▪ Primer on health insurance terminations, COBRA, and employee vs. contractor classifications</li> </ul>	<ul style="list-style-type: none"> <li>▪ <b>Timecards and changes:</b> Submission to EdTec of the timesheet summary, payroll client change summary, and other payroll changes and backup forms by the payroll calendar deadlines and using EdTec forms/processes</li> <li>▪ <b>Payroll approval:</b> Approval according to EdTec process by payroll calendar deadlines</li> <li>▪ <b>New hires:</b> Timely submission of new hires according to EdTec process by payroll calendar deadline</li> <li>▪ Enrolling (or working with a broker to enroll) staff in any STRS, PERS, 403b, health plans, and other insurance/retirement/contribution/deduction programs</li> <li>▪ Terminating staff from health plans, other insurance, and other applicable contribution/deduction programs.</li> </ul>
<b>Attendance and Data Reporting</b>	<ul style="list-style-type: none"> <li>▪ <b>Monthly attendance reports:</b> Generation of complete, accurate attendance reports (based on school provided data) by the deadline (up to 1.5 hours per report). Resolution of data discrepancies and attendance revisions will be charged at the hourly rate.</li> <li>▪ <b>20-Day and P-Reports:</b> Generation of complete, accurate attendance reports (based on school provided data) by the deadline (up to 1.5 hours per report). Resolution of data discrepancies and attendance revisions will be charged at the hourly rate.</li> <li>▪ <b>CBEDS:</b> EdTec will provide up to 2 hours to train Client on CBEDS procedures and report generation.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Accurate and complete collection of attendance data in compliance with State rules.</li> <li>▪ <b>Monthly reports:</b> Preparation and submission of data to EdTec at least 3 business days before the deadline</li> <li>▪ <b>20-Day and P-Reports:</b> Submission of data to EdTec at least 5 business days before the deadline</li> <li>▪ Clients without student information system software will submit student and attendance data to EdTec using EdTec forms</li> <li>▪ Clients using a non-EdTec-supported SIS will provide student and attendance data to EdTec in an EdTec-approved format</li> </ul>

	CBEDS support beyond the initial 2 hours is available on an hourly billable or project billable basis.	
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The payroll and attendance deadlines / calendars referenced above shall be provided separately.

**1. LATE FEES and PROCESSING CHARGES**

**Payroll:**

- **Timecards and payroll changes:** A late fee of \$100 will be imposed for each business day timesheet information for hourly staff and payroll changes are submitted late to EdTec based on the published Payroll Calendar. The latest timesheet information changes can be accepted is one business day prior to Payroll Approval deadlines.
- **Manual checks:** EdTec will generate and distribute manual checks, as needed and without charge, for employee terminations and payroll corrections due to EdTec error. For manual checks for employee terminations, EdTec will bill the overnight delivery charges to the school if overnight delivery is requested. For all other manual check requests processed by EdTec, EdTec will charge a fee of \$50 plus overnight delivery charges (if overnight delivery is requested), and for all manual check requests processed by the payroll processor, school will pay the additional fee charged by the payroll processor plus overnight delivery charges (if overnight delivery is requested). An additional payroll cycle outside of the normal payroll processing schedule is possible with adequate advance notice and subject to EdTec staff availability at the time the request is made; an additional payroll cycle will incur an added EdTec processing fee that will be quoted at that time for Client pre-approval.

**Attendance and Data Reporting:**

- **Monthly, 20-Day and P-Reports:** EdTec fees include 1.5 hours of quality assurance and troubleshooting when processing and generating each report. Any EdTec work beyond this hour (including data correction and reconciliation with other periods) will be charged at the then-current discounted data service rate.
- **Expedite fee:** If Client misses an EdTec deadline for providing data and subsequently requests assistance in generating reports on an expedited basis, a \$100 expedite fee per occurrence may apply.
- **CBEDS reports:** EdTec fees include up to two hours for training and guidance on report generation. CBEDS support beyond the initial 2 hours is available on an hourly billable or project billable basis.
- EdTec can provide additional assistance for reports at the then-current discounted data service rate.
- If Client requires EdTec assistance for work with external deadlines (e.g. P-Reports), EdTec may set a deadline for receiving the request, data, and/or other materials from the Client to ensure timely and accurate processing. EdTec may charge an expedite fee for requests, data, and/or other materials not received from the client by the EdTec deadline.
- If Client does not have a student information software system, Client will use EdTec forms when submitting information to EdTec. Failure to use EdTec forms will result in a processing fee of \$100.
- As a courtesy, EdTec may waive the first occurrence of the forms processing fee.

# Cover Sheet

## Covid-19 Update

**Section:** III. Academic Excellence  
**Item:** A. Covid-19 Update  
**Purpose:** Discuss  
**Submitted by:**  
**Related Material:** EBIA\_Reopening\_Plan\_(Oct\_2021\_version)\_21.10.26\_(1).pdf



# Reopening, Moving Forward

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**Update:**

**CA Safe Schools for All Plan**

**ACOE/ACPHD**

**School Reopening Checklist**

**OCTOBER 2021**

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**East Bay Innovation Academy  
Oakland, CA**





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# Letters from the Executive Director

## October 2021 Update

Dear EBIA families,

We are back on campus! This familiar ritual took on enormous significance this year, as we navigated public health and California Department of Health guidelines in light of the Covid-19 pandemic. This latest revision of the re-opening plan is in full recognition that we are still in the midst of a pandemic and that we remain committed to prioritizing health and safety of our entire community.

We are not fully back to normal, and we all feel it. We wear face coverings. We take time built into school day for temperature checks, health screens, and weekly testing. We submit additional documentation to return from absences. But still, we are back! Together, doing what makes schools special – teaching, learning, communing, stretching, and growing. And we are counting all our blessings, including our amazing teaching and support staff who are excited to be with our students again.

This edition captures the protocols adopted by EBIA in accordance with California Department of Public Health K-12 School Reopening Guidance for School Year 2021-22. We continue to be grateful for your partnership in following all protocols. We are aware that more changes are coming our way with the wider availability of vaccines and constantly evolving policy landscape. As we continue to navigate through the changes, we commit once again to making the best possible decisions for our students, staff and families.

In service,

*Michelle S. Cho*

## January 2021 Update

Dear EBIA families,

We have journeyed far as a community since we first shared our Reopening Plan in August 2020 – we have welcomed new students and staff into our fold, improved our distance learning, and opened a distance learning hub. We continue to move forward with tasks and traditions at hand, as the conditions allow. Meanwhile, we are also preparing to embrace tomorrow – opportunities to safely gather will allow us to support students much better, so that we can further counter the cumulative impact of the pandemic and help our students thrive.

This revision builds on the same re-opening framework with tactical detail that meet the current state and county public health guidance (California Department of Public Health, Alameda County Public Health, and Alameda County Office of Education), including Governor Newsom’s Safe Schools for All Plan. Our priorities and guiding principles for this January 2021 update have not changed: safety for all is our primary concern, as we carry out our mission and meet the needs of our families. We still believe that phased-in opening is the best approach to maneuver the lengthy re-opening process.

While the latest policy guidance from the State incentivizes schools serving K-6 grades to re-open for in-person instruction, it is largely silent on grades 7-12. Furthermore, policy frameworks continue to evolve as Covid-19 remains a dynamic threat. As we continue to move forward with many unknowns, we commit to continuing a way of planning and decision-making that prioritizes health and well-being of our students, staff and families first.

To end, I want to remind all of us that we are in this together – the pandemic is affecting all of us, and the EBIA team sees and feels the disappointment, suffering, frustration, and grief. And while we wish we could see the lighted path to take, it is clear that we must move forward in darkness sometimes. During these times, our students will be the light to guide us to the next step. We will put them at the center of our planning and decision-making, until we can see the light at the end of this tunnel.

In service,

*Michelle S. Cao*

## August 2020

Dear EBIA families,

EBIA is Moving Forward -- accepting what we can't change, adapting to the crisis, and building on innovation to protect, nurture and challenge our students to grow as we learn to fight this pandemic. Although in-person instruction remains as the goal, we recognize the extremely high and evolving stakes of the current public health threat and commit to improving our distance learning program, as it will continue to be a part of the upcoming school year. To the extent safely possible, we will also be making strategic use of the campuses, maximizing use of outside space, with strict safeguards in place that are in alignment with local public health guidelines.

Per California Governor Newsom's July 17th guidance, EBIA will start the year in distance learning. In lieu of our typical start with a week of minimum days for orientation, we are planning a longer orientation (2-3 weeks) to build a solid foundation for a year of teaching and learning in crisis. Specifically, our goals for orientation are COVID awareness and protocol, welcoming new students, tech training, assessments, course/advisory introduction, and community-building.

After orientation, our instructional model will build on distance learning and our ability to phase-in campus use will depend on regional COVID trends and program considerations. When safely and programmatically possible, we plan to invite students on campus in the following equity-driven priority for in-person meetings:

- o Targeted support for students with specialized needs (including EL, IEP)
- o Advisory/SEL meetings
- o Academic instruction (i.e., lab sciences, art, and small bubble cohorts)

In all cases, we recognize that some families will choose to engage 100% virtually, based on their family-determination of risk. Our models will be structured to provide that option even in scenarios where students are invited back to campus.

Finally, we are exploring the feasibility of welcoming a small group of students on site to complete the remote portion of their hybrid schedule while social distancing on campus under supervision, within safety, staffing and resource constraints. Our ability to offer this option will depend again on regional COVID trends and equity-driven priority will be applied to children of essential workers, students in need of credit recovery/academic support, and requests (pending space).

We wished and hoped that we would be in a different place in our collective fight against this pandemic, after our Shelter-In-Place in spring. But we will accept the current public

health/economic/educational conditions and move forward to provide stability, support and growth to our students and families, with safety as our highest priority.

In service,

*Michelle S. Cho*





# EBIA Priorities and Guiding Principles

EBIA is a small Local Education Agency serving grades 6-12, authorized by Oakland Unified School District. Our students come from every zip code in Oakland and beyond, reflecting the racial and socio-economic diversity of Oakland. We lease two facilities (one from OUSD and the other private) in East Oakland, and while they have ample outdoor space, the buildings themselves are dated. Our re-opening framework takes these parameters into account and embodies the following community-centered priorities.

## Health, safety, stability

- Learning curve with safety curriculum and protocol
- Managed transitions according to community risk

## EBIA community needs

- Instructional: achievement gaps, learning loss
- Scheduling: diverse needs of families
- Nutrition services

## EBIA mission and goals

- Prepare a diverse group of students to be thoughtful, engaged citizens who are leaders and innovators in the 21st century global world

# Instructional Models

EBIA's re-opening 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 opt-in, staff availability, and calendar requirements.

Re-opening conditions in our framework below align to California Department of Public Health (CDPH) Guidance, the [Blueprint for a Safer Economy](#) and [Safe Schools for All Plan](#).

**Very High Risk** State/Alameda County Public Health (ACPHD) order to close

- Distance learning

**High Risk** Purple Tier Under Small Cohort Guidance

- Distance Learning
- **Targeted in-person support for students with specialized needs (incl. EL, IEP) 1-2x a week**

**Medium Risk** Red Tier

- Distance Learning
- Targeted in-person support for students with specialized needs (incl. EL, IEP) 1-2x a week
- **Advisory/SEL in person 1x a week**

**Medium-low Risk** Yellow Tier

- Distance Learning
- Targeted in-person support for students with specialized needs (incl. EL, IEP) 1-2x a week
- Advisory/SEL in person 1x a week
- **25-50% Select academic instruction in person 1-2x a week**

**Low Risk** Vaccine or cure widely available

- Full classroom instruction

## Distance Learning (Very High Risk)

As long as the State and the Alameda County Public Health Department mandate school closure, EBIA will be in a 100% Distance Learning model. 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,
- Daily live interaction with certificated staff and peers.

In addition to the requirements, the distance learning program at EBIA will pilot research-based practices to increase/maintain engagement, encourage collaboration, and increase/maintain sense of belonging and accountability.

Instruction	Platforms	Schedule	Social-emotional Learning
<ul style="list-style-type: none"> <li>• Distant</li> <li>• Synchronous</li> <li>• Real-time and digital feedback</li> </ul>	<ul style="list-style-type: none"> <li>• Echo</li> <li>• Google docs</li> <li>• Blended learning (various)</li> <li>• Zoom</li> </ul>	<ul style="list-style-type: none"> <li>• Virtual</li> </ul>	<ul style="list-style-type: none"> <li>• Virtual</li> </ul>

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

At Lower campus, students begin the week on Monday with class meeting and SEL lesson in advisory, followed by office hours. 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.

## HYBRID: Targeted Support (High Risk)

When Alameda County is in Purple Tier under the Small Cohort Guidance, we will continue with distance learning and add on in-person Targeted Support, as recommended by staff. Targeted supports would address needs of students who are English Language Learners, students with Independent 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.

Instruction	Platform	Schedule	Social emotional learning
<ul style="list-style-type: none"> <li>• Distant</li> <li>• Synchronous</li> <li>• Real-time and digital feedback</li> <li>• Targeted in-person support for specialized needs</li> </ul>	<ul style="list-style-type: none"> <li>• Echo</li> <li>• Google docs</li> <li>• Blended Learning (various)</li> <li>• Zoom</li> </ul>	<ul style="list-style-type: none"> <li>• Virtual</li> <li>• By appointment</li> </ul>	<ul style="list-style-type: none"> <li>• Virtual</li> </ul>

## HYBRID: Advisory/SEL (Medium Risk)

When the Alameda County is in the Red Tier, 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 stable groups as practicable. The on campus meetings will take place outside as much as feasible, with all COVID safeguard procedures.

Instruction	Platforms	Schedule	Social emotional Learning
<ul style="list-style-type: none"> <li>• Distant</li> <li>• Synchronous</li> <li>• Real-time and digital feedback</li> <li>• Targeted in-person support for specialized needs</li> </ul>	<ul style="list-style-type: none"> <li>• Echo</li> <li>• Google docs</li> <li>• Blended Learning (various)</li> <li>• Zoom</li> </ul>	<ul style="list-style-type: none"> <li>• Virtual (Upper)</li> <li>• Modified (Lower)</li> </ul>	<ul style="list-style-type: none"> <li>• Virtual</li> <li>• In-person</li> </ul>

Upper campus 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 campus would move to a modified schedule that would allow students to take turns coming on campus for advisory/SEL, once a week. Classes would be held virtually on other 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.

## HYBRID: Academic (Medium-Low Risk)

When the Alameda County is in the Yellow Tier, 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 stable groups. The on campus meetings will take place with all COVID safeguard procedures.

Instruction	Platform	Schedule	Social emotional Learning
<ul style="list-style-type: none"> <li>• Distant and In-person</li> <li>• Synchronous</li> <li>• Real-time and digital feedback</li> <li>• Targeted in-person support for specialized needs</li> </ul>	<ul style="list-style-type: none"> <li>• Echo</li> <li>• Google docs</li> <li>• Blended Learning (various)</li> <li>• Zoom</li> <li>• Lab/classroom</li> </ul>	<ul style="list-style-type: none"> <li>• Virtual (Upper)</li> <li>• Modified (Lower)</li> </ul>	<ul style="list-style-type: none"> <li>• Virtual</li> <li>• In-person</li> </ul>



## Classroom Instruction (Low Risk)

When a vaccine or a cure becomes widely available, we expect state guidance will be to return to 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.

Instruction	Platform	Schedule	Social emotional Learning
<ul style="list-style-type: none"> <li>• In-person</li> <li>• Real-time and digital feedback</li> </ul>	<ul style="list-style-type: none"> <li>• Echo</li> <li>• Google docs</li> <li>• Blended Learning (various)</li> </ul>	<ul style="list-style-type: none"> <li>• Regular bell schedule</li> </ul>	<ul style="list-style-type: none"> <li>• In-person</li> </ul>

### October 2021 Update

SY 2022 opened with the Classroom Instruction model per California Department of Public Health guidelines, with the following pillars:

- Mandated face covering at all times while indoors;
- Daily health screening and temperature check for symptom-free campus;
- Maximize ventilation through windows, doors, and use of HEPA filters;
- Weekly asymptomatic testing by advisory;
- Symptomatic quarantine: isolation for 10 days, return with no symptoms and negative PCR test result
- [Modified quarantine](#) in case of exposure to close contact;
  - Vaccinated and asymptomatic: can attend school but must test on days 3-5 after last day of exposure
  - Not vaccinated and asymptomatic: if wearing masks at exposure, can attend school but test 2x/week for 10 days after exposure, no extra curriculars.

## Extended Learning on Campus

To the extent feasible, EBIA is providing a limited number of seats on campus under the small cohort guidance for students to social distance and participate in the distance learning portion of their hybrid schedule, under supervision of a dedicated cohort supervisor and with the support of administrators. We 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)

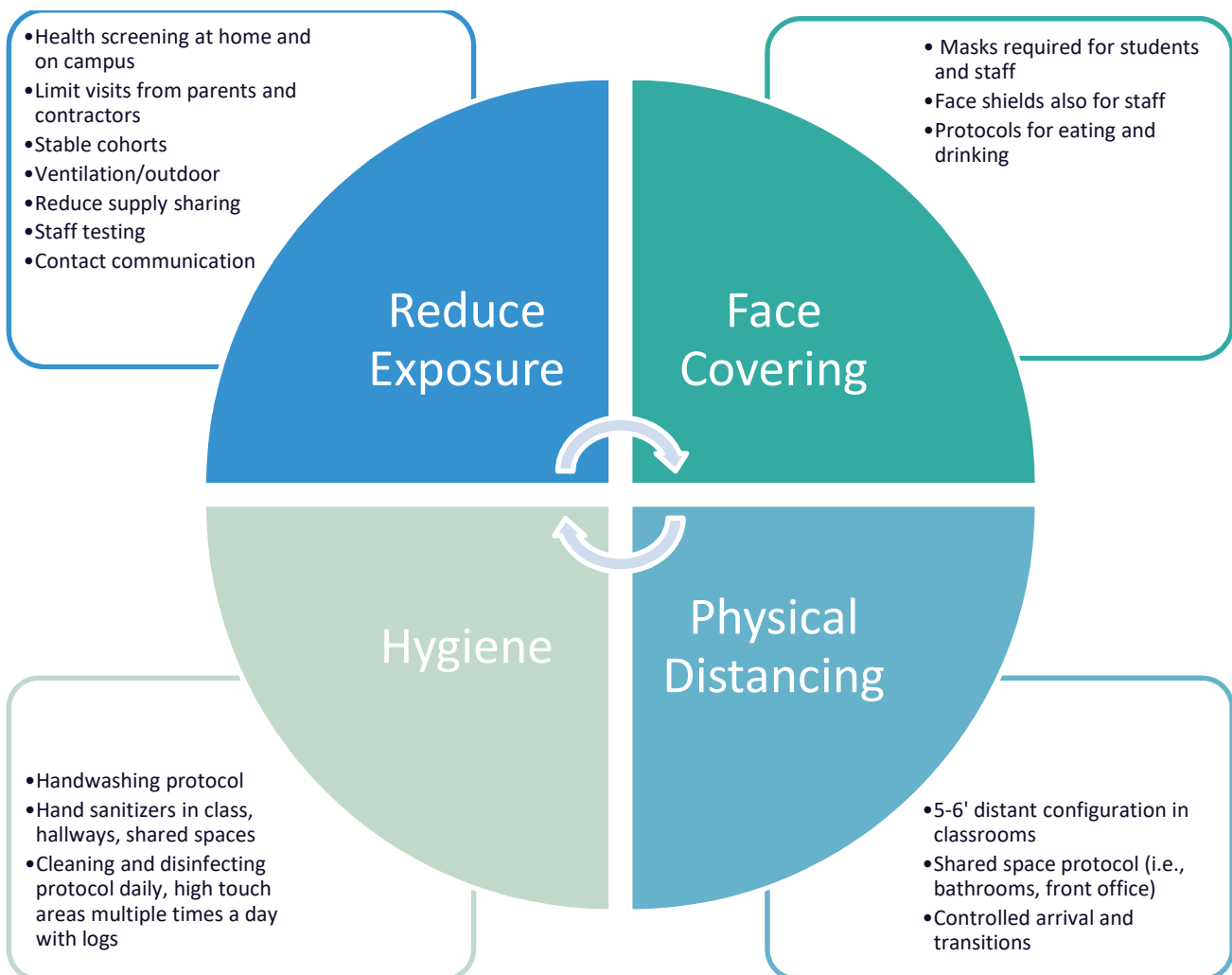
### October 2021 Update

Quest, the after-school program at Lower School, is back with Covid protocols referenced on p. 14.

# COVID-19 Safeguards

## EBIA Culture of Care- Cover, Clean, Care (3Cs)

At EBIA, we are a community that cares for each other. We will extend our culture of care to meet the health and safety needs of the current time. Our team will provide ongoing education and support to staff, students, and families so that we all embrace the following practices on campus. EBIA follows Alameda County Office of Education/Alameda County Public Health Guidelines, which are subject to change.



## Ongoing Engagement, Education, and Support

Our school leaders and community are familiar with the Alameda County Public Health Department (ACPHD) orders and with the Alameda County Office of Education (ACOE) School Reopening guidance and are committed to regular engagement and collaboration with all stakeholders.

- The Executive Director and Director of Operations stay current and highly engaged by attending weekly joint agency informational calls, by seeking out and attending webinars, and by monitoring news sources on a daily basis. ACOE and ACPHD websites, guidance documents, and experts guide every school reopening decision.
- The wider School Leadership Team (principals, deans, and operational leaders) are kept up to date with the evolving health orders and guidance via real time slack/email updates from the Executive Director, via ongoing weekly review during the School Leadership Team meetings, and via in-depth training before each school reopening milestone.
- Teachers and staff remain familiar with guidance through periodic presentations from the Executive Director and other school leaders, a weekly informational corner in the staff newsletter, and in-depth training before each school reopening milestone.
- Families are familiar with best practices and requirements through a weekly informational corner in the family newsletter, virtual town hall meetings, recorded trainings, and written return-to-campus agreements.
- Students have a thorough orientation upon return to campus. Signage, enforcement, and modeling keep the safeguards top of mind while on site. Advisory lessons also periodically address COVID safeguards.

## Reduce Exposure

### Health Screening: at home and on campus

We ask each family and staff member to screen for temperature and symptoms at home before leaving home to come to school. Families will also receive periodic email reminders of this requirement when they return to campus. Families will find these questions in their email, and this list will be posted on the [eastbayia.org](http://eastbayia.org) website and the students Echo homepage.

- Are you or anyone you have close contact with being tested or confirmed to be COVID-19 positive?
- Do you have a temperature of 100 F or higher?
- Do you have fever or chills, fatigue, body aches or headache?
- Do you have new or worsening cough? Sore throat? Difficulty breathing?
- Do you have loss of smell, taste, or appetite?

If you answer “YES” to any of the above, we ask that you stay home in abundance of caution and contact a health provider for next steps. If you are tested and confirmed to be positive, please

contact the school. We will take the necessary steps to contain the spread while protecting your privacy.

School staff will also be checking temperature with a no-touch thermometer and asking these screening questions on site.

### **Stable Groups**

Students will mix as little as possible upon return to campus. When a limited number of students are invited on campus for Targeted Support the students will work socially-distanced in small groups or one-to-one with teachers or support staff. When students are invited back for Advisory/SEL time they will meet in their Advisory groups in an assigned and separate space outdoors. Advisory groups are stable groups, with no more than 25 students, one teacher, and as needed, one support staff. As we progress through the stages of our reopening plan group stability and size will continue to inform our scheduling and academic decisions.

### **October 2021 update**

Stable groups are relaxed across each grade, and at times, across site. Covid protocols on p. 14 still apply.

### **Staff and Student Testing**

Surveillance testing is required for all staff who come on campus. The small group of EBIA staff working on site for operations and Targeted Support utilize the free surveillance testing from health care providers or at a community testing centers at least once a month.

When the majority of staff and students return for Hybrid instructional models, EBIA will contract with a mobile testing provider for regular surveillance testing services onsite that comply with [CDPH recommended cadence](#): weekly testing when daily adjusted case rates are above 14/100,000 and testing every two weeks in the Purple and Red tiers.

In addition to asymptomatic surveillance testing, EBIA will offer response testing onsite for all who may have been exposed to a confirmed COVID-19 case on campus or who feel symptomatic.

### **October 2021 update**

One advisory per grade is tested on weekly basis, to track trends across campus.

### **Limit Visitors and Contractors**

Until the pandemic is contained only EBIA employees will be allowed on campus. EBIA will not utilize substitute teachers or volunteers. EBIA contracts with a janitorial company for cleaning services; the

company is providing one consistent person for each campus to provide day porter services. Should tradespeople need to come on campus for repair or improvements they will be scheduled when students are not present.

### **October 2021 update**

Substitute teachers are welcome, as long as they are vaccinated. We are still limiting volunteers and any unscheduled parent visitors. All scheduled visitors are health-screened.

### **Ventilation and Outdoor Settings**

Students will meet outdoors as much as possible.

When students must come inside ventilation will be maximized:

- Windows and doors will be open.
- The Lower School has an HVAC fan system which exhausts indoor air through the roof. This system runs 24 hours a day for maximum air changes per hour.
- Portable air purifiers with medical grade HEPA filters will be deployed in shared spaces and classrooms as needed.
- Industrial fans will be deployed strategically where helpful to promote air changes.

### **Reduce Supply Sharing**

EBIA has assigned each student a Chromebook which only he/she/they will use; computers will not be shared. To the extent possible school supplies (scissors, pencils, markers, etc.) will not be shared. If equipment needs to be shared (lab equipment, desks, loaner Chromebooks) the objects will be thoroughly sanitized between users.

### **Containment and Response Plans**

If a student shows COVID-19 symptoms while on campus they will be directed to a designated space on campus to quarantine and parents/guardians will be contacted for immediate pick up.

Parent/guardian should then contact their healthcare provider immediately for next steps, which may involve testing and quarantine for the student and family.

The parent will stay in touch with the COVID liaison, inform the school of the health care providers advice, and share the results of any COVID test. The student shall not return to campus until that conversation has taken place. EBIA will follow the guidance of ACPHD to determine the students safe return to campus, the period required for quarantine or isolation, and any contact tracing or reporting that may be required.

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If a staff member shows COVID-19 symptoms while on campus, they will be asked to return home immediately. They will be directed to contact their healthcare provider immediately for next steps, and the staff member will inform the COVID liaison of the results of the consultation. EBIA will follow the guidance of ACPHD to determine staff's safe return to campus.

### **Contact Communication**

All staff, students, and families are required to inform an EBIA COVID liaison immediately if a student is being tested or has tested positive for COVID 19. You may call 510-577-9557 and ask to be transferred to a COVID liaison or email directly to [amanda.okamoto@eastbayia.org](mailto:amanda.okamoto@eastbayia.org), or [francesca.fay@eastbayia.org](mailto:francesca.fay@eastbayia.org), or [bonita.herrera@eastbayia.org](mailto:bonita.herrera@eastbayia.org). Communications will be consistent with privacy requirements.

EBIA will follow the guidance of the ACPHD for contact communication and tracing. Briefly, all members of a cohort and all those who have had close contact with the COVID positive individual will be notified, advised to contact their health care provider, and will quarantine. Details of protocols for different scenarios can be found at [www.acoe.org/schoolguidance](http://www.acoe.org/schoolguidance), Addendum 2.

## **Face Covering**

### **Masks and PPE**

Students and staff will be required to wear face masks at all times while on site, and staff will also be supplied plastic face shields. Students and staff will be issued reusable masks, and may choose to bring their own CDC approved mask (multi-layer, well fitting, no valves). EBIA will also keep an adequate supply of disposable masks on site. Gloves will be available for those who wish to use them.

### **Protocols for Eating and Drinking**

Eating will be minimized, times and areas will be designated by teachers, and monitored for safe physical distancing.

Traditional sipping water fountains will be closed. Students will be encouraged to bring their own reusable water bottle. EBIA will have a supply of paper cups or bottled water for those who forget. Water breaks will be designated by the teacher, and physical distancing will be monitored.

## **Physical Distancing**

### **5-6' configurations**

Outdoor and indoor classroom seating will be arranged to allow for 5-6' of space between people. Markers and signs around campus will serve as a reminder and an illustration of 6' of distance.



## **October 2021 update**

Physical distancing is no longer observed.

## **Shared space protocols**

Staff will monitor capacity and traffic flow at all shared spaces, such as restrooms and front office, to ensure physical distancing.

## **Controlled arrival and transitions**

Parents/guardians will drop off and pick up students at a designated check point and will not enter the campus. Families will be assigned staggered arrival and departure times. Students will be screened for fever and symptoms upon arrival. Staff members will monitor staggered traffic flow along the hallways to ensure safe student movement.

## **Hygiene**

### **Handwashing, Hand Sanitizer and Cleaning Supplies**

Campus handwashing stations have soap, running water, and touchless paper towel dispensers. Proper handwashing technique will be demonstrated during Advisory/SEL lessons and supported through CDC signage at sinks.

Hand sanitizer dispensers have been installed throughout the buildings. When students meet outside each cohort's class spot will have a mobile hand sanitizer station. Hand sanitizing times will be built into the schedule.

Self-serve cleaning supplies will be available in each classroom and shared space. EBIA will provide products that are non-bleach and List-N approved (EPA tested for killing coronavirus).

### **Janitorial Cleaning and Disinfecting**

Each campus has a day porter who will clean bathrooms and high touch surfaces at a minimum of every two hours. A log will be maintained. Janitorial performs a deep clean every night and will disinfect between cohorts. Janitorial is prepared with disinfection protocols to employ should we have a positive case on campus.

# Contact Information and Reopening Specifics

## Name of School/District

East Bay Innovation Academy

## Business Address

3400 Malcolm Avenue, Oakland CA 94602

## Executive Director

Michelle Cho

## Date of Reopening\*

As soon as March 8, 2021\*, Trimester 3. EBIA will commence phased re-opening, moving through the models outlined in our re-opening plan (pp 7-12)

*\*Date may change based on labor agreements and California and Alameda County Public Health Department guidance. Currently, middle and high schools may only open if the county has been in the Red Tier for 5 consecutive days.*

## Date of Submission

January 31, 2021

## School Type

Public Charter, serving grades 6 -12

## COVID-19 Liaisons

Amanda Okamoto, Dir. of Operations, amanda.okamoto@eastbayia.org, 510-577-9557

Francesca Fay, Asst Dir. of Instruction, francesca.fay@eastbayia.org, 510-577-9557

Bonita Herrera, Dir. of Community and Data, bherrera@eastbayia.org, 510-577-9557

## School Sites Reopening

EBIA Lower School- 3400 Malcolm Avenue, Oakland CA 94605

- Reopening for up to 360 6<sup>th</sup> – 8<sup>th</sup> grade students and up to 30 staff members

EBIA Upper School- 3800 Mountain Blvd, Oakland CA 94619

- Reopening for up to 265 9<sup>th</sup> - 12<sup>th</sup> grade students and up to 29 staff members

A copy of this reopening plan can be found on the front page of the school website,  
[www.eastbayia.org](http://www.eastbayia.org)

## ACPHD and ACOE School Reopening Checklist

	Item	Details
✓	Contact Information and Reopening Specifics	p 21
✓	Health Order/Guidance	p 15
✓	School Reopening Plan is Posted	<a href="http://www.eastbayia.org">www.eastbayia.org</a>
✓	Cleaning, Disinfection and Ventilation	pp 17-18, 20
✓	Cohorting (Stable Groups)	p 17
✓	Physical Distancing	p 19
✓	Entrance, Egress, and Movement within the School	pp 17,19
✓	Face Coverings and Other Essential Gear	p 19
✓	Health Screenings for Students and Staff	p 16
✓	Health Hygiene Practices	p 20
✓	Identification and Tracing of Contacts	p 18
✓	Staff Training and Family Education	p 16
✓	Testing of Staff	p 17
✓	Triggers for Switching to Distance Learning	pp 8-13
✓	Communication Plans	p 18

# Cover Sheet

## College and Career Readiness Update

**Section:** III. Academic Excellence  
**Item:** B. College and Career Readiness Update  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** CCR Updates April 2022.pdf  
EBIA board resolution\_ diplomas\_ Covid April 2022.pdf

# Academic Update

## April 2022



# CCR 2021-22 Team!

- **Jamia Morton**

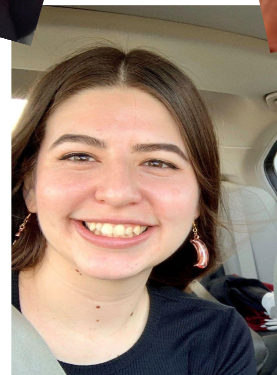
Director of College & Career  
Readiness

- **Camilla Valadez**

DCAC College Adviser Fellow

- **Brandi Bellamy**

School Counselor





# Class of 2022: College Application Snapshots

## 325 Applications Submitted 1 Early Decision Acceptance to UPenn

### California State University:

- 150 Applications Submitted
- 46% of Applications of Applications Submitted
  - Accepted: 70%
  - Denied: 13%
  - Waitlisted: 2%
- SF State, SDSU, SJSU, Cal Poly SLO

### University of California:

- 139 Applications Submitted
- 42.7% of Applications
  - Accepted: 19%
  - Denied: 52%
  - Waitlisted: 20%
- UCSC, UC Berkeley, UC Davis, UCLA

### Out of State & Privates:

- 48 Applications Submitted
- 14% of Applications of Applications Submitted
  - Accepted: 50%
  - Denied: 22%
  - Waitlisted: 8%
- Brown, Evergreen, John Hopkins, UPenn, USC, Harvard, Harvey Mudd, Cornell, Dillard, etc

# Class of 2021 Highlights

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- Financial Aid Submissions:
  - 43/ 61: 70% submitted
- Oakland Thrive
  - YG will be highlighted in an Oakland Thrive case study around navigating the pandemic as young adult
- Scholarships
  - 17 seniors have been awarded the Oakland Promise Scholarship

# Application List (intent to enroll in bold)

- Berkeley City College
- Brown University
- California College of the Arts
- California Institute of Technology
- Cal Poly- -San Luis Obispo
- Cal Poly- -Pomona
- CSU-Channel Islands
- CSU- Chico
- CSU- East Bay
- CSU- Fresno
- CSU- -Fullerton
- CSU- Long Beach
- CSU-Los Angeles
- CSUMB
- CSUN
- Sacramento State

- CSU- San Bernardino
- CSU- San Marcos
- CSU- -Stanislaus
- Chabot College
- Chapman University
- Cornell University
- Dillard University
- Foothill College
- Fullerton College
- Grambling State University
- Harvard University
- Harvey Mudd College
- Hawaii Pacific University
- Humboldt State University
- Johns Hopkins University
- Laney College
- Merritt College
- Michigan State University

- Northeastern University
- Northwestern University
- Orange Coast College
- Oregon Institute of Technology
- Oregon State University
- Pitzer College
- Pomona College
- Portland State University
- Rensselaer Polytechnic Institute
- Rice University
- Saint Louis University
- Saint Mary's College of California
- San Diego State University
- San Francisco State University
- San Jose State University
- Savannah College of Art & Design - SCAD

- Scripps College
- Sonoma State University
- Stanford
- Syracuse
- The Evergreen State College
- UC-Berkeley
- UC -Davis
- UC -Irvine
- UC-Los Angeles
- UC-Merced
- UC-Riverside
- UC- San Diego
- UC-Santa Barbara
- UC- Santa Cruz
- University of Colorado Denver
- University of Hawaii at Manoa
- University of Oregon
- University of Pennsylvania
- University of San Diego
- USC



# SAT/AP Testing

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- SAT:
  - PSAT/NMSQT: October 26th
    - EBIA Score Ranges: 820-1340
    - Average score: 1050
  - SAT School Day: March 2
    - EBIA Score Ranges: 840-1460
    - Average score: 1117
  - PSAT 10: April 20
- AP:
  - 103 Students
  - 224 Registered Exams

# Class 2023- 25 Highlights

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- Credit Recovery Numbers
  - 26 trimesters recovered
- Transcript Audits
- Freshman Seminar
- Junior Seminar
- 1:1 schedule support
- Genesys Works

EAST BAY INNOVATIONS ACADEMY  
BOARD OF DIRECTORS RESOLUTION  
CONTINUED INTERIM OPTION TO AWARD ALTERNATIVE DIPLOMAS IN LIGHT  
OF THE COVID-19 CRISIS AND DISTANCE LEARNING

WHEREAS, on March 12, 2020 East Bay Innovation Academy (“EBIA”) closed its physical school site in response to the COVID-19 pandemic and in accordance with Governor Newsom’s orders, the directives and guidance from the California Department of Education (“CDE”) and the California Department of Public Health (“CDPH”); and

WHEREAS, EBIA continued to offer educational opportunities through a distance and/or hybrid learning model for the remainder from March 12, 2020 through the 2020-2021 school year;

WHEREAS, on July 1, 2021, Governor Newsom signed AB104 into law, which required that all charter schools, school districts and county offices of education (local educational agencies or “LEAs”) to provide additional graduation support for students who (1) were in their third or fourth year of high school during the 2020-2021 school year and (2) are not on track to complete the graduation requirements of the LEA by their fourth year of high school;

WHEREAS, under AB104, LEAs must exempt all such pupils from any graduation requirements adopted by the governing body of the LEA that are in addition to the statewide coursework requirements and, separately, provide opportunities for such pupils to complete the statewide coursework requirements which may include, but is not limited to, a fifth (5<sup>th</sup>) year of instruction.

WHEREAS, EBIA’s graduation requirements as set forth in the EBIA charter, exceed the California minimum graduation requirements established by Education Code Section 51225.3 and exceed the minimum University of California “A-G” requirements;

WHEREAS, as a result of the overall impact of the COVID-19 crisis and distance learning, some EBIA twelfth graders (“seniors”) as of the 2021-2022 school year will be unable to meet the heightened graduation requirements outlined in EBIA’s charter, but will be able to meet either the University of California “A-G” requirements or the California State Minimum Requirements outlined in Education Code Section 51225.3; and

WHEREAS, EBIA seeks to ensure that, in light of the COVID-19 crisis, all students who were juniors during the 2020-2021 school year, who met or will meet the requirements for a high school diploma in Spring 2022 under the laws of California, shall be able to obtain their high school diploma within the timeline of expected graduation had the COVID-19 crisis not occurred.

NOW, THEREFORE, BE IT RESOLVED, in accordance with AB 104, that the Board of Directors of EBIA (“Board”) hereby authorizes EBIA’s administration to award a regular high school diploma to any 2021-2022 senior who meets the California “A-G” requirements or California State Minimum Standards as set forth in Education Code Section 51225.3., as detailed in the Adjusted Graduation Plan, even if that senior does not meet the heightened EBIA charter requirements set forth in the charter.

BE IT FURTHER RESOLVED that EBIA shall provide students who were in their third year of high school during the 2020-2021 school year opportunities to complete the required statewide coursework including, but not limited to, a fifth year of instruction and/or credit recovery.

PASSED AND ADOPTED by the Board of Directors of EBIA at a meeting held on April 20, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Chair, Board of Directors



# Cover Sheet

## Draft Schoolyear 2022-23 budget highlights

<b>Section:</b>	IV. Finance and Development
<b>Item:</b>	A. Draft Schoolyear 2022-23 budget highlights
<b>Purpose:</b>	Discuss
<b>Submitted by:</b>	
<b>Related Material:</b>	EBIA financial summary for board 2022.04.20.pdf EBIA MYP Draft April 2022.pdf

**East Bay Innovation Academy**  
 Multiyear Budget Summary DRAFT

	2022/23	2022/23	2023/24	2024/25
	Preliminary Budget	Notes	Preliminary Budget	Preliminary Budget
<b>SUMMARY</b>				
<b>Revenue</b>				
LCFF Entitlement	5,450,867		6,017,723	7,003,125
Federal Revenue	482,539		168,584	182,073
Other State Revenues	942,643		981,492	1,047,030
Local Revenues	521,053		467,343	408,109
Fundraising and Grants	162,000		119,000	133,000
<b>Total Revenue</b>	<b>7,559,103</b>		<b>7,754,142</b>	<b>8,773,338</b>
<b>Expenses</b>				
Compensation and Benefits	5,347,795		5,367,553	5,914,428
Books and Supplies	427,517		386,239	504,449
Services and Other Operating Expenditures	1,911,630		1,975,709	2,058,893
Depreciation	-		-	-
<b>Total Expenses</b>	<b>7,686,942</b>		<b>7,729,501</b>	<b>8,477,769</b>
<b>Operating Income</b>	<b>(127,839)</b>		<b>24,641</b>	<b>295,568</b>
<b>Fund Balance</b>				
Beginning Balance (Unaudited)	1,045,169		917,330	941,971
Audit Adjustment	-		-	-
Beginning Balance (Audited)	1,045,169		917,330	941,971
Operating Income	(127,839)		24,641	295,568
<b>Ending Fund Balance (including Depreciation)</b>	<b>917,330</b>		<b>941,971</b>	<b>1,237,540</b>
<b>Ending Fund Balance as a % of Expenses</b>	<b>12%</b>		<b>12%</b>	<b>15%</b>
<b>Capital Outlay</b>	<b>-</b>		<b>-</b>	<b>-</b>

**East Bay Innovation Academy**  
 Multiyear Budget Summary DRAFT

Detail	2022/23	2022/23	2023/24	2024/25
	Preliminary Budget	Notes	Preliminary Budget	Preliminary Budget
<b>Enrollment Breakdown</b>				
6	90	-	100	110
7	110	-	110	110
8	110	-	110	110
9	80	-	90	110
10	60	-	80	90
11	45	-	60	75
12	65	-	45	60
<b>Enrollment Summary</b>	-	-	-	-
4-6	90	-	100	110
7-8	220	-	220	220
9-12	250	-	275	335
<b>Total Enrolled</b>	<b>560</b>	-	<b>595</b>	<b>665</b>
<b>ADA %</b>				
4-6	96%	-	96%	96%
7-8	96%	-	96%	96%
9-12	92%	-	92%	92%
<b>Average</b>	<b>94%</b>	-	<b>94%</b>	<b>94%</b>
<b>ADA</b>				
4-6	86.4	-	96.0	105.6
7-8	211.2	-	211.2	211.2
9-12	230.0	-	253.0	308.2
Total ADA	<b>527.6</b>	-	<b>560.2</b>	<b>625.0</b>
<b>Demographic Information</b>				
<b>Prior Year</b>				
ADA (P-2)	521	-	528	560
CALPADS Enrollment (for unduplicated % calc)	563	-	560	595
# Unduplicated Count (CALPADS)	217	-	216	230
# Free & Reduced Lunch (FRL) (CALPADS)	200	-	199	211
# ELL (CALPADS)	49	-	49	52
<b>Current Year</b>				
CALPADS Enrollment (for unduplicated % calc)	560	-	595	665
# Unduplicated Count (CALPADS)	216	-	230	257
# Free & Reduced Lunch (FRL) (CALPADS)	199	-	211	236
# ELL (CALPADS)	49	-	52	58
New Students	-	-	35	70

**East Bay Innovation Academy**  
Multiyear Budget Summary DRAFT

		2022/23	2022/23	2023/24	2024/25
		Preliminary Budget	Notes	Preliminary Budget	Preliminary Budget
<b>LCFF Entitlement</b>					
8011	Charter Schools LCFF - State Aid	3,850,129	Backfills State Aid	4,318,076	5,106,875
8012	Education Protection Account Entitlement	105,520	Greater of: \$200 per ADA or 37.69% of State Aid	112,040	125,000
8096	Charter Schools in Lieu of Property Taxes	1,495,218	In accordance with Local Property Tax of \$2834 per ADA	1,587,607	1,771,250
<b>SUBTOTAL - LCFF Entitlement</b>		<b>5,450,867</b>		<b>6,017,723</b>	<b>7,003,125</b>
<b>8100 Federal Revenue</b>					
8181	Special Education - Entitlement	70,375	\$125 per PY CBEDS Enrollment	70,000	74,375
8220	Child Nutrition Programs	23,814	Estimated reimbursement at 35% of total Food Service Cost.	25,302	28,279
8291	Title I	46,000	\$230 per Title I eligible student	47,362	51,906
8292	Title II	15,400	\$77 per Title I eligible student	15,920	17,513
8294	Title IV	10,000		10,000	10,000
8299	All Other Federal Revenue	316,950	Esser III	-	-
<b>SUBTOTAL - Federal Income</b>		<b>482,539</b>		<b>168,584</b>	<b>182,073</b>
<b>8300 Other State Revenues</b>					
8381	Special Education - Entitlement (State)	432,632	\$820 per CY ADA	459,364	512,500
8382	Special Education Reimbursement (State)	125,040	80% of \$3K per service count. Ultimately it will be lesser of this estimate or the actual MH budget.	125,040	125,040
8520	Child Nutrition - State	3,402	Estimated reimbursement at 5% of total Food Service Cost.	3,615	4,040
8545	School Facilities Apportionments	260,310	\$750 per ADA or 0.75 of rent, lesser of the two	265,366	263,024
8550	Mandated Cost Reimbursements	13,628	\$14 per PY 6-8 ADA, \$42 per 9-12 ADA	13,826	14,927
8560	State Lottery Revenue	107,630	\$204 per ADA per SSC	114,281	127,500
<b>SUBTOTAL - Other State Income</b>		<b>942,643</b>		<b>981,492</b>	<b>1,047,030</b>
<b>8600 Other Local Revenue</b>					
8634	Food Service Sales	20,412	Estimated reimbursement at 30% of total Food Service Cost.	21,688	24,239
8660	Interest	1		1	1
8676	After School Program Revenue	42,840		43,697	44,571
8690	Other Local Revenue	16,800	\$30 per Students Total	18,207	20,756
8701	Oakland Measure N	391,000	\$850 per grades 9-12 student	333,750	284,750
8703	Oakland Measure G1	50,000	Grades 6-8 enrollment, multiplied by 80% oakland resident, 20% LCFF %. Per pupil allocation (\$190 for staff, \$450 for art)	50,000	33,792
<b>SUBTOTAL - Local Revenues</b>		<b>521,053</b>		<b>467,343</b>	<b>408,109</b>
<b>8800 Donations/Fundraising</b>					
8801	Donations - Parents	112,000	\$200 per Students Total	119,000	133,000
8802	Donations - Private	50,000	grants	-	-
8803	Fundraising	-	Fundraising events	-	-
<b>SUBTOTAL - Fundraising and Grants</b>		<b>162,000</b>		<b>119,000</b>	<b>133,000</b>
<b>TOTAL REVENUE</b>		<b>7,559,103</b>		<b>7,754,142</b>	<b>8,773,338</b>

**East Bay Innovation Academy**  
Multiyear Budget Summary DRAFT

		2022/23	2022/23	2023/24	2024/25
		Preliminary Budget	Notes	Preliminary Budget	Preliminary Budget
<b>EXPENSES</b>					
<b>Compensation &amp; Benefits</b>					
<b>1000</b>	<b>Certificated Salaries</b>				
1100	Teachers Salaries	2,041,808	30 FTE (5 each ELA, history; 6 each math, science; 2 coding, 2 Spanish, 2 art, 2 PE)	1,967,112	2,271,457
1103	Teacher - Substitute Pay	65,000	1 FTE	67,600	70,304
1148	Teacher - Special Ed	281,577	4 FTE, RSP	292,840	304,553
1160	Teacher - Custom 2	170,663	2 FTE	177,489	184,589
1170	Teacher - Custom 3	79,678	1 FTE	82,865	86,179
1300	Certificated Supervisor & Administrator Salaries	396,460	3 FTE, ED, DSS, DCCR	412,318	428,811
1311	Cert Admin - DESEL, Curr. Instr.	352,550	3 FTE, site leads instr.	362,752	377,262
<b>SUBTOTAL - Certificated Employees</b>		<b>3,387,735</b>	-	<b>3,362,977</b>	<b>3,723,155</b>
<b>2000</b>	<b>Classified Salaries</b>				
2104	Classified - SPED	147,712	4 FTE	153,620	159,765
2300	Classified Supervisor & Administrator Salaries	244,800	3 FTE	254,592	264,776
2400	Classified Clerical & Office Salaries	73,382	2 FTE (2 Office Assistants)	76,318	79,370
2402	Classified Clerical & Office Salaries - Community En	103,000	1 FTE	107,120	111,405
2905	Other Classified - After School	60,000	1 FTE	62,400	64,896
2908	Other Classified - Custom 1	135,000	2 FTE, behavioral specialists	106,600	110,864
<b>SUBTOTAL - Classified Employees</b>		<b>763,894</b>	-	<b>760,650</b>	<b>791,076</b>
<b>3000</b>	<b>Employee Benefits</b>				
3100	STRS	647,057	-	661,807	732,734
3300	OASDI-Medicare-Alternative	107,966	-	108,831	116,564
3400	Health & Welfare Benefits	360,612	-	396,809	468,235
3500	Unemployment Insurance	27,864	-	23,647	25,462
3600	Workers Comp Insurance	41,516	-	41,236	45,142
3900	Other Employee Benefits	11,150	-	11,596	12,060
<b>SUBTOTAL - Employee Benefits</b>		<b>1,196,166</b>	-	<b>1,243,927</b>	<b>1,400,196</b>

**East Bay Innovation Academy**

Multiyear Budget Summary DRAFT

		2022/23		2022/23		2023/24		2024/25	
		Preliminary Budget		Notes		Preliminary Budget		Preliminary Budget	
<b>4000</b>	<b>Books &amp; Supplies</b>								
4100	Approved Textbooks & Core Curricula Materials	12,566	\$22 per Student			13,619		15,525	
4200	Books & Other Reference Materials	13,163	\$105 per Teacher			3,226		3,784	
4300	Materials & Supplies	11,424	\$20 per Student			12,381		14,114	
4320	Educational Software	67,200	\$120 per Student			72,828		83,024	
4330	Office Supplies	20,160	\$36 per Student			21,848		24,907	
4352	Quest (After School)	20,400				20,808		21,224	
4400	Noncapitalized Equipment	5,100				5,202		5,306	
4410	Classroom Furniture, Equipment & Supplies	43,364	Including maker space			11,028		100,000	
4420	Computers (individual items less than \$5k)	142,200				122,400		124,848	
4423	Staff Computers	8,600				15,000		15,000	
4430	Non Classroom Related Furniture, Equipment & Sup	10,200				10,404		10,612	
4710	Student Food Services	68,040	Assumes that 70% of total Food Service Cost is reimbursed			72,293		80,798	
4720	Other Food	5,100				5,202		5,306	
<b>SUBTOTAL - Books and Supplies</b>		<b>427,517</b>				<b>386,239</b>		<b>504,449</b>	

**East Bay Innovation Academy**  
Multiyear Budget Summary DRAFT

		2022/23	2022/23	2023/24	2024/25
		Preliminary Budget	Notes	Preliminary Budget	Preliminary Budget
<b>5000</b>	<b>Services &amp; Other Operating Expenses</b>				
5210	Conference Fees	12,000	LL Conference, networking	12,240	12,485
5220	Travel and Lodging	5,202		5,306	5,412
5300	Dues & Memberships	13,016		13,277	13,542
5450	Insurance - Other	36,989	\$66 per Student	40,086	45,699
5515	Janitorial, Gardening Services & Supplies	120,000	Lina's Janitorial	122,400	124,848
5535	Utilities - All Utilities	99,878	-	101,876	103,913
5610	Rent	347,080	\$28090 per Monthly Rate	353,822	350,698
5611	Prop 39 Related Costs	140,000	-	151,725	172,967
5615	Repairs and Maintenance - Building	12,240	\$1020 per Monthly Rate	12,485	12,734
5616	Repairs and Maintenance - Computers	22,000		22,440	22,889
5803	Accounting Fees	15,999		16,319	16,646
5806	Assemblies	7,803		7,959	8,118
5809	Banking Fees	10,200		10,404	10,612
5810	Intersession	56,000	\$100 per Student	59,500	67,830
5812	Business Services	144,000	Full services	148,320	152,770
5815	Consultants - Instructional	50,000	DCAC, linked learning coach	51,000	52,020
5820	Consultants - Non Instructional - Custom 1	10,200		10,404	10,612
5824	District Oversight Fees	54,509	1.0% of LCFF General Purpose Grant	60,177	70,031
5836	Fingerprinting	3,892	\$67 per FTE	3,868	4,329
5839	Fundraising Expenses	15,606		15,918	16,236
5845	Legal Fees	52,800	\$4400 per Monthly Rate	53,856	54,933
5851	Marketing and Student Recruiting	10,404		10,612	10,824
5857	Payroll Fees	5,300	\$442 per Monthly Rate	5,406	5,514
5860	Printing and Reproduction	520		531	541
5863	Professional Development	33,660		34,333	35,020
5866	SPED MH Day/NPS Services	320,000	3 NPS placements	326,400	332,928
5869	Special Education Contract Instructors	101,456		109,953	125,347
5872	Special Education Encroachment	13,816		14,092	14,374
5874	Sports	10,200		10,404	10,612
5875	Staff Recruiting	5,000		5,100	5,202
5878	Student Assessment	30,000	AP, CELDT	30,600	31,212
5880	Student Health Services	467		476	486
5881	Student Information System	30,000	PowerSchool/Echo	30,600	31,212
5884	Substitutes	30,000		30,600	31,212
5887	Technology Services	66,300		67,626	68,979
5900	Communications	22,032	\$1836 per Monthly Rate	22,473	22,922
5915	Postage and Delivery	3,060		3,121	3,184
	<b>SUBTOTAL - Services &amp; Other Operating Exp.</b>	<b>1,911,630</b>	<b>-</b>	<b>1,975,709</b>	<b>2,058,893</b>



**East Bay Innovation Academy**  
 Multiyear Budget Summary DRAFT

		2022/23	2022/23	2023/24	2024/25
		Preliminary Budget	Notes	Preliminary Budget	Preliminary Budget
<b>6000</b>	<b>Capital Outlay</b>				
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	-		-	-
0000	(School Defined)	-		-	-
0000	(School Defined)	-		-	-
	<b>SUBTOTAL - Capital Outlay</b>	-		-	-
<b>TOTAL EXPENSES</b>		<b>7,686,942</b>		<b>7,729,501</b>	<b>8,477,769</b>
<b>6900</b>	<b>Total Depreciation (includes Prior Years)</b>	-		-	-
<b>TOTAL EXPENSES including Depreciation</b>		<b>7,686,942</b>		<b>7,729,501</b>	<b>8,477,769</b>

# Financial Update

Draft SY 2023 Budget Highlights  
April 2022



# SY 22-23 Budgeting

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- January: Governor's Budget
- Mar-May: EBIA LCAP conversations
- May: May Revise of the Governor's Budget
- June: Approval of EBIA budget



## 22-23 Revenue key assumptions

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- LCFF per pupil: \$10,331
- SPED fed per PY CBEDS enrollment: \$125
- SPED state per ADA: \$820
- ERMHS reimbursement (Levels 2 and 3): 80% of \$3300 x SEIS count, 80-100% of NPS expenses
- SB740: 75% of lease cost or \$1,298 per ADA, other costs likely to be pro-rated
- State Lottery: \$204 per ADA
- Measure N: \$850 per 9-12 enrollment, out of probationary status
- Fundraising: \$162K



# Enrollment Projections

Grade	SY 2022-23	SY 2023-24	SY 2024-25
6th	90-110	100	110
7th	110	110	110
8th	110	110	110
9th	75-90	90	110
10th	60	80	90
11th	45	60	75
12th	65	45	60
<b>TOTAL</b>	<b>555-590</b>	<b>595</b>	<b>665</b>



# 2022-23 Expenses Highlights

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- Staffing: responding to priorities from stakeholders
  - Behavioral specialists by site, additional conflict mediation/restorative practice support
  - Stipends for Teachers on Assignments – curriculum and instruction planning
- Linked Learning Pathway investments
  - +1 FTE CTE teacher
  - Internship Coordinator
  - Professional Development/networking
  - Project Lead the Way curriculum
  - High-end computing devices
- Back-office services
- Facilities: In-lieu at Marshall (OUSD), GGA, Holy Names University
- Tech: replacing 1 cohort each at lower and upper
- TBD: SPED services, curriculum, contracts



# 22-23 Draft budget, next steps to finalize

- Revenue assumptions
- Program refinement
- Stakeholder input
- June approval and submission

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