

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:

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

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

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

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

TABLE OF CONTENTS

I. GENERAL PROVISIONS

Page

1. MASTER CONTRACT	1
2. CERTIFICATION AND LICENSES	1
3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS	2
4. TERM OF MASTER CONTRACT	2
5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION	3
6. INDIVIDUAL SERVICES AGREEMENT	3
7. DEFINITIONS	4

II. ADMINISTRATION OF CONTRACT

8. NOTICES	5
9. MAINTENANCE OF RECORDS	5
10. SEVERABILITY CLAUSE	6
11. SUCCESSORS IN INTEREST	6
12. VENUE AND GOVERNING LAW	6
13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES	6
14. TERMINATION	6
15. INSURANCE	6
16. INDEMNIFICATION AND HOLD HARMLESS	9
17. INDEPENDENT CONTRACTOR	9
18. SUBCONTRACTING	9
19. CONFLICTS OF INTEREST	10
20. NON-DISCRIMINATION	10

III. EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION	11
22. GENERAL PROGRAM OF INSTRUCTION	11
23. INSTRUCTIONAL MINUTES	12
24. CLASS SIZE	12
25. CALENDARS	13
26. DATA REPORTING	13
27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT	14
28. STATEWIDE ACHIEVEMENT TESTING	14
29. MANDATED ATTENDANCE AT LEA MEETINGS	14
30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS	15
31. STUDENT DISCIPLINE	16
32. IEP TEAM MEETINGS	16
33. SURROGATE PARENTS AND FOSTER YOUTH	17
34. DUE PROCESS PROCEEDINGS	17
35. COMPLAINT PROCEDURES	17
36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS	18
37. TRANSCRIPTS	18
38. STUDENT CHANGE OF RESIDENCE	19
39. WITHDRAWAL OF STUDENT FROM PROGRAM	19
40. PARENT ACCESS	19

41. LICENSED CHILDREN'S INSTITUTION CONTRACTORS AND RESIDENTIAL TREATMENT CENTER CONTRACTORS	19
42. STATE MEAL MANDATE	20
43. MONITORING	20

IV. PERSONNEL

44. CLEARANCE REQUIREMENTS	21
45. STAFF QUALIFICATIONS	21
46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS	22
47. STAFF ABSENCE	23
48. STAFF PROFESSIONAL BEHAVIOR	23

V. HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY	23
50. FACILITIES AND FACILITIES MODIFICATIONS	24
51. ADMINISTRATION OF MEDICATION	24
52. INCIDENT/ACCIDENT REPORTING	24
53. CHILD ABUSE REPORTING	24
54. SEXUAL HARASSMENT	25
55. REPORTING OF MISSING CHILDREN	25

VI. FINANCIAL

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING AND BILLING PROCEDURES	25
57. RIGHT TO WITHHOLD PAYMENT	26
58. PAYMENT FROM OUTSIDE AGENCIES	27
59. PAYMENT FOR ABSENCES	27
60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY	28
61. INSPECTION AND AUDIT	28
62. RATE SCHEDULE	29
63. DEBARMENT CERTIFICATION	29

EXHIBIT A: RATES	32
EXHIBIT B: INDIVIDUAL SERVICES AGREEMENT	34

2021-2022

CONTRACT NUMBER:

LOCAL EDUCATION AGENCY: East Bay Innovation Academy

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

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or "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 SELPA and LA CHEIM SCHOOL, INC. (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as "ISA"). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all 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.

ESTIMATED MAXIMUM RELATED SERVICES COSTS \$ 19,016.00

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS \$ 37,416.50

4. Other Provisions/Attachments:

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON

6. Progress Reporting Requirements: X Quarterly Monthly Other (Specify)

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-LEA/SELPA-

La Cheim School, Inc.

(Name of Nonpublic School/Agency)

Handwritten signature and date 9.23.21

Karen Jackson, M.Ed. Program Director

(Name and Title)

East Bay Innovation Academy

(Name of LEA/SELPA)

Handwritten signature Michelle Cho and date 11/1/2021

Michelle Cho

(Name of Superintendent or Authorized Designee)

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July, 2021 and terminates at 5:00 P.M. on June 30, 2022, unless sooner terminated as provided herein.

CONTRACTOR

LEA

La Cheim School, Inc.
Nonpublic School/Agency

East Bay Innovation Academy
LEA Name

By: _____
Signature Date

By: Michelle Cho
Signature Date

Karen Jackson, Program Director
Name and Title of Authorized Representative

Michelle Cho, Executive Director
Name and Title Authorized Representative

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to:

Karen Jackson 9/23/21
Name and Title
Karen Jackson, Program Director
Nonpublic School/Agency/Related Service Provider
La Cheim School, Inc.
Address
4892 San Pablo Dam Road
City State Zip
El Sobrante CA 94803
Phone Fax
510. 243. 2360 510. 243. 5293
Email
karen@lacheim.org

Michelle Cho 11/1/2021
Name and Title
East Bay Innovation Academy
LEA
East Bay Innovation Academy
Address
3400 Malcolm Ave
City State Zip
Oakland CA 94605
Phone Fax
510-577-9557
Email
michelle.cho@eastbayia.org

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

Robert Moore

Name and Title

Address

City State Zip

Phone Fax
rmoore@eastbayia.org

Email