



# Lighthouse Community Charter Public Schools

## LCPS Board of Directors Meeting

Amended on August 26, 2020 at 4:42 PM PDT

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### Date and Time

Wednesday August 26, 2020 at 6:00 PM PDT

### Location

Topic: LCPS Board of Directors Meeting

Time: Aug 26, 2020 06:00 PM Pacific Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/84322605337?pwd=QWM1RHB3aFhacGZKTmt2d1NlVmVnQT09>

Meeting ID: 843 2260 5337

One tap mobile

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Meeting ID: 843 2260 5337

Find your local number: <https://us02web.zoom.us/j/84322605337>

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### Agenda

	Purpose	Presenter	Time
<b>I. Opening Items</b>			<b>6:00 PM</b>
<b>A.</b> Call the Meeting to Order		Kimi Kean	1 m
<b>B.</b> Record Attendance		Tracey Mansfield	2 m
<b>C.</b> Open Forum and Introductions		Kimi Kean	10 m
Hear/Record public comments, Identify next steps as needed			
<b>D.</b> Committee Report Outs and Announcements	Discuss	Various	15 m

- |  | Purpose | Presenter | Time |
|--|---------|-----------|------|
| <ul style="list-style-type: none"> <li>• Finance - Committee report from August 12, 2020 meeting</li> <li>• AAC - Committee report from August 17, 2020 meeting</li> <li>• Governance Committee report from August 21. 2020 meeting</li> </ul> |         |           |      |

**II. Consent Items 6:28 PM**

A. Approve Board Minutes	Approve Minutes	Tracey Mansfield	2 m
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Approve minutes for LCPS Board of Directors Retreat on July 29, 2020 B. Financial Statement Packet	Vote	Brandon Paige	5 m
Recommended Action: The Finance Committee has reviewed these materials and recommends approval as part of the Consent Agenda			

C. PCSD Development Agreement Addendum	Vote	Brandon Paige	3 m
Recommended Action: The Finance Committee has reviewed these materials and recommends approval as part of the Consent Agenda			

D. Contract: EL Education	Vote	Brandon Paige	
Recommended Action: The Finance Committee has reviewed these materials and recommends approval as part of the Consent Agenda			

E. Contract: Seneca Family of Agencies	Vote	Brandon Paige	
Recommended Action: The Finance Committee has reviewed these materials and recommends approval as part of the Consent Agenda			

F. Contract: Lease extension for Shared Service Office at 433 Hegenberger Rd.	Vote	Brandon Paige	
Recommended Action: The Finance Committee has reviewed these materials and recommends approval as part of the Consent Agenda			

G. LCPS Fiscal Policy Update	Vote	Brandon Paige	
Recommended Action: The Finance Committee has reviewed these materials and recommends approval as part of the Consent Agenda			

**III. Discussion and Approval Items 6:38 PM**

A. Renewal of Board Terms - Soo Zee Park	Vote	Kimi Kean	2 m
Recommended Action: The Governance Committee has reviewed and recommends the extension of Ms. Park's term through June 30, 2021.			

B. Election of New Board Member - Kenya Williams	Vote	Kimi Kean	5 m
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# Coversheet

## Approve Board Minutes

**Section:** II. Consent Items  
**Item:** A. Approve Board Minutes  
**Purpose:** Approve Minutes  
**Submitted by:**  
**Related Material:** Minutes for LCPS Board of Directors Retreat on July 29, 2020

**BACKGROUND:**

Board Minutes: July 29, 2020

**RECOMMENDATION:**

Recommended Action: The CEO has reviewed these minutes and recommends that the Board Minutes from the previous board meetings be approved as part of the Consent Agenda

APPROVED



## Lighthouse Community Public Schools

### Minutes

#### LCPS Board of Directors Retreat

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**Date and Time**

Wednesday July 29, 2020 at 5:00 PM

**Location**

[https://us02web.zoom.us/j/85957794893?  
pwd=NUdNQXp5eEI1NTV4aWlyRldjV1RSQT09](https://us02web.zoom.us/j/85957794893?pwd=NUdNQXp5eEI1NTV4aWlyRldjV1RSQT09)  
Meeting ID: 859 5779 4893  
Password: 256241

Find your local number: <https://us02web.zoom.us/u/kIH4Pu1ab>

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**Directors Present**

A. Moore (remote), B. Wall (remote), E. Figueroa (remote), K. Kean (remote), M. Barnes-Dholakia (remote), M. Milner (remote), S. Solar (remote), W. Delker (remote)

**Directors Absent**

B. Rogers, S. Park

**Guests Present**

A. Martin (remote), B. Paige (remote), Deborah Meister, K. Fee (remote), M. Patel (remote), R. Harrison (remote), S. Wheatley (remote), T. Mansfield (remote)

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**I. Opening Items****A. Record Attendance**

As of June 2020 meeting, Osayuwere (Tina) Enagbare termed out and is no longer a member.

**B. Call the Meeting to Order**

K. Kean called a meeting to order on Wednesday Jul 29, 2020 at 5:08 PM.

**C.**

### **Approve Minutes**

M. Barnes-Dholakia made a motion to approve the minutes from June 10, 2020.  
W. Delker seconded the motion.

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

#### **Roll Call**

K. Kean	Aye
M. Milner	Aye
B. Wall	Aye
O. Enagbare	Absent
B. Rogers	Absent
M. Barnes-Dholakia	Aye
S. Solar	Aye
A. Moore	Aye
W. Delker	Aye
E. Figueroa	Aye

## **II. Board Retreat**

### **A. Welcome and Overview of Retreat**

Rich Harrison, CEO, and Kimi Kean, Board President, welcomed board members to the meeting and provided an overview of the retreat.

### **B. Board President Presentation**

Kimi Kean reviewed the meeting norms, expected outcomes, and board retreat agenda.

### **C. State of the Schools & CEO priorities including new OKRs**

Rich Harrison reviewed the mission and purpose, then lead the board in a discussion centered around the LCPS DEI pillars that included the state of the schools and an examination of CEO priorities.

Kimi Kean lead the discussion around the synthesis of stakeholder feedback.

### **D. Preview Board Roles and Structures**

Kimi Kean lead the discussion around the board role and structures.

### **E. Discussion of Potential Resolution on Anti-Racism**

Board members began the discussion about an anti-racism resolution. Discussion will continue at the August board meeting.

## **III. Discussion Items**

### **A. Renewal of Board Terms - Mark Milner**

M. Barnes-Dholakia made a motion to approve a three year term for Mark Milner.  
A. Moore seconded the motion.  
The team **VOTED** to approve the motion.

**Roll Call**

M. Milner	Abstain
S. Park	Absent
E. Figueroa	Aye
K. Kean	Aye
B. Wall	Aye
W. Delker	Aye
A. Moore	Aye
S. Solar	Aye
B. Rogers	Absent
M. Barnes-Dholakia	Aye

**B. Renewal of Board Terms - Alicia Moore**

M. Barnes-Dholakia made a motion to to approve a one year term for Alicia Moore.  
W. Delker seconded the motion.  
The team **VOTED** to approve the motion.

**Roll Call**

M. Milner	Aye
S. Solar	Aye
B. Wall	Aye
M. Barnes-Dholakia	Aye
S. Park	Absent
A. Moore	Abstain
E. Figueroa	Aye
B. Rogers	Absent
K. Kean	Aye
W. Delker	Aye

**C. Renewal of Board Terms - Soo Zee Park**

Vote for Soo Zee Park term will be moved to August agenda.

**D. Lease Amendment Documents**

M. Milner made a motion to approve passing item E, 1st and 2nd lease amendments.  
W. Delker seconded the motion.  
The team **VOTED** to approve the motion.

**Roll Call**

B. Wall	Aye
A. Moore	Aye
E. Figueroa	Aye
B. Rogers	Absent
M. Barnes-Dholakia	Aye
S. Solar	Aye
K. Kean	Aye
S. Park	Absent
M. Milner	Aye
W. Delker	Aye

**E. EPA Resolution (Education Protection Act)**

W. Delker made a motion to approve the EPA Resolution.  
M. Milner seconded the motion.  
The team **VOTED** to approve the motion.

**Roll Call**

M. Milner	Aye
S. Solar	Aye
M. Barnes-Dholakia	Aye
S. Park	Absent
K. Kean	Aye
A. Moore	Aye
E. Figueroa	Aye
W. Delker	Aye
B. Wall	Aye
B. Rogers	Absent

**F. 20-21 School Year Calendar**

M. Milner made a motion to approve the 2020-2021 LCPS School Year Calendar.  
A. Moore seconded the motion.  
The team **VOTED** to approve the motion.

**Roll Call**

K. Kean	Aye
A. Moore	Aye
S. Park	Absent
B. Wall	Aye
W. Delker	Aye
E. Figueroa	Aye
M. Barnes-Dholakia	Aye
S. Solar	Aye
B. Rogers	Absent
M. Milner	Aye

**G. 20-21 Board Meeting Calendar**

M. Milner made a motion to approve the 2020-2021 LCPS Board of Directors Meeting Calendar.  
S. Solar seconded the motion.  
The team **VOTED** to approve the motion.

**Roll Call**

S. Solar	Aye
E. Figueroa	Aye
B. Wall	Aye
K. Kean	Aye
A. Moore	Aye
M. Milner	Aye
W. Delker	Aye
B. Rogers	Absent
S. Park	Absent
M. Barnes-Dholakia	Aye

**H. Agreement Between Instructional Partners and LCPS**

M. Milner made a motion to approve the agreement between instructional partners and LCPS.  
W. Delker seconded the motion.  
The team **VOTED** to approve the motion.

**Roll Call**

S. Park	Absent
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**Roll Call**

B. Rogers	Absent
K. Kean	Abstain
E. Figueroa	Aye
A. Moore	Aye
M. Milner	Aye
S. Solar	Aye
W. Delker	Aye
B. Wall	Aye
M. Barnes-Dholakia	Aye

**I. Agreement between LCPS and Altitude (Learning Management System)**

M. Milner made a motion to approve the agreement between LCPS and Altitude (Learning Management System).

W. Delker seconded the motion.

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

**Roll Call**

B. Rogers	Absent
A. Moore	Aye
B. Wall	Aye
M. Milner	Aye
S. Park	Absent
M. Barnes-Dholakia	Aye
S. Solar	Aye
E. Figueroa	Aye
W. Delker	Aye
K. Kean	Aye

**IV. Policy Items**

**A. COVID CEO Delegation of Authority Resolution**

Item A. tabled

**B. LCPS Accommodations due to COVID-19 Impacts Policy**

M. Barnes-Dholakia made a motion to approve the LCPS Accommodations due to COVID-19 Impacts Policy.

M. Milner seconded the motion.

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

**Roll Call**

S. Park	Absent
E. Figueroa	Aye
M. Milner	Aye
A. Moore	Aye
B. Rogers	Absent
B. Wall	Aye
K. Kean	Aye
M. Barnes-Dholakia	Aye
S. Solar	Aye
W. Delker	Aye

**C. LCPS Temporary Telework Policy to Address COVID-19 Remote Working Conditions**

W. Delker made a motion to approve the LCPS Temporary Policy to Address COVID-19 Remote Working Conditions.

A. Moore seconded the motion.

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

**Roll Call**

A. Moore	Aye
K. Kean	Aye
E. Figueroa	Aye
M. Barnes-Dholakia	Aye
S. Park	Absent
B. Rogers	Absent
S. Solar	Aye
M. Milner	Aye
B. Wall	Aye
W. Delker	Aye

**D. COVID Health and Safety Policy**

M. Milner made a motion to approve the COVID Health and Safety Policy.

A. Moore seconded the motion.

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

**Roll Call**

A. Moore	Aye
M. Milner	Aye
M. Barnes-Dholakia	Aye
B. Wall	Aye
E. Figueroa	Aye
S. Solar	Aye
K. Kean	Aye
S. Park	Absent
B. Rogers	Absent
W. Delker	Aye

**E. 2020-2021 LCPS Handbook**

M. Barnes-Dholakia made a motion to approve the 2020-2021 LCPS Handbook.

M. Milner seconded the motion.

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

**Roll Call**

W. Delker	Aye
S. Park	Absent
K. Kean	Aye
M. Barnes-Dholakia	Aye
M. Milner	Aye
B. Rogers	Absent
S. Solar	Aye
B. Wall	Aye
E. Figueroa	Aye
A. Moore	Aye

**F. LCPS Injury Illness Prevention Plan 2020-21**

W. Delker made a motion to approve the 2020-2021 LCPS Injury Illness Prevention Plan.

M. Barnes-Dholakia seconded the motion.

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

**Roll Call**

W. Delker	Aye
S. Solar	Aye
E. Figueroa	Aye
M. Milner	Aye
K. Kean	Aye
S. Park	Absent
A. Moore	Aye
B. Wall	Aye
B. Rogers	Absent
M. Barnes-Dholakia	Aye

**G. LCPS Injury Illness Prevention Plan COVID Addendum**

M. Barnes-Dholakia made a motion to approve the LCPS Injury Illness Prevention Plan COVID Addendum.

A. Moore seconded the motion.

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

**Roll Call**

M. Barnes-Dholakia	Aye
S. Solar	Aye
W. Delker	Aye
E. Figueroa	Aye
K. Kean	Aye
B. Wall	Aye
M. Milner	Aye
A. Moore	Aye
S. Park	Absent
B. Rogers	Absent

**V. Closing Items**

**A. Reflection and Feedback**

Reflections and feedback from board and CEO

**B. Adjourn Meeting**

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 8:28 PM.

Respectfully Submitted,  
K. Kean

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Minutes submitted by Tracey Mansfield

# Coversheet

## Financial Statement Packet

**Section:** II. Consent Items  
**Item:** B. Financial Statement Packet  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** 2020\_08 - Finance Committee - updated for Board.pdf

**BACKGROUND:**  
Financial Statement Packet:



# **Finance Committee**

## **August 12, 2020**



# Finance Committee Agenda

	#	Category	Attached Statements, if applicable
Recurring Discussion Items	1	<b>Goals: today &amp; upcoming meetings</b>	-
	2	<b>Financial Statements: FY20</b>	Budget vs. Actuals (Soft Close)
	3	<b>Financial Statements: FY21</b>	1) Budget vs. Forecast Statement, 2) Two-year Cash Flow Projections, 3) Balance Sheet
Recurring Consent Items	4	<b>Facilities</b>	1) Current Sources & Uses, 2) Project-to-date
	5	<b>Check Registers</b>	May & June 2020 Register
	6	<b>Contracts</b>	Seneca Family of Agencies EL Education ( <i>not yet available</i> )
Current Items	7	<b>PPP Update</b>	-
	8	<b>Fiscal Policy Update</b>	Redlined Version
	9	<b>Closing</b>	-



# Goals & Upcoming Scope

In advance of August's Board Meeting, **today's primary goals** include:

1. Assess Key Indicators for 2020-21 & give feedback
2. Get informed about Revenue Changes since June's Budget approval
3. Vet Arc for upcoming Committee Meetings

Upcoming Meetings will focus on:

## **October**

1) Final FY20 Close; 2) Oct. Revise, 3) Facility: Construction debrief & eye on Refinancing

## **December**

1) Audit, 2) LCPS Staff Compensation Plan & MYP Assumptions

## **February**

tbd



# Recurring Discussion Items

- **Financials Statements (FY20)**
- **Financial Statements (FY21)**





# FY20: Soft Close

Recurring DISCUSSION items

As of: <u>June 30, 2020 ("Soft Close")</u>		YTD	Prior	Current	Prior vs. Curr.
		Total	Budget	Forecast	Forecast
<b>Summary</b>					-
<b>Revenues</b>					
8000	Local Control Funding Formula	12,739,659	14,062,425	14,266,705	14,266,705
8100	Federal Revenue	737,104	1,358,076	1,344,208	1,417,426
8300	Other State Revenues	2,107,184	2,713,338	2,837,238	2,842,856
8600	Local Revenues	918,027	980,337	1,011,155	1,015,071
8800	Fundraising and Grants	1,274,076	976,700	1,233,441	1,291,551
8800	Capital Campaign Fundraising	1,848,339	-	1,783,284	1,848,339
8999	Uncategorized	(1,200)			
	<b>TOTAL</b>	<b>19,623,188</b>	<b>20,090,876</b>	<b>22,476,031</b>	<b>22,681,947</b>
<b>Expenses</b>					
1-2000	Compensation	10,612,224	10,771,055	10,605,975	10,612,224
3000	Employee Benefits	2,444,704	2,423,930	2,451,504	2,452,135
4000	Books and Supplies	1,482,619	1,704,283	1,882,938	1,957,378
5000	Services & Other Operating Exp.	5,012,485	4,884,639	5,202,052	5,136,692
6000	Capital Outlay	-	25,000	105,000	105,000
	<b>TOTAL</b>	<b>19,552,220</b>	<b>19,808,907</b>	<b>20,247,469</b>	<b>20,263,429</b>
	<b>Operating Income, before Depreciation</b>	<b>70,968</b>	<b>281,969</b>	<b>2,228,562</b>	<b>2,418,518</b>
	<i>Operating Income, as a % of expenses</i>		1.4%	11.0%	11.9%
6900	Depreciation Expense	293,124	40,000	290,064	293,125
	<b>Change in Unrestricted Net Assets (inc. Depreciation)</b>	<b>(222,157)</b>	<b>241,969</b>	<b>1,938,498</b>	<b>2,125,393</b>
				Net impact from Facilities: \$1.287M	Net impact from Facilities: \$1.287M
				Operational: (operational): (operational):	Operational: (operational): (operational):
				\$242K	\$651K
				\$773K	

LCPS' Unaudited Actuals will be submitted to OUSD by 8/31.

This soft close indicates an improved bottom line, up \$185K since presented in June.

The primary drivers were 1) final fundraising exceeding goals by \$35K, and 2) expense savings.

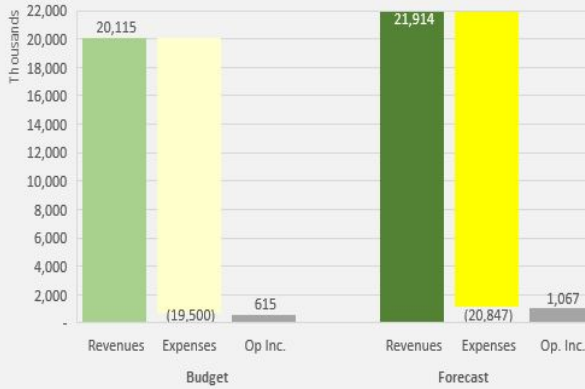
**Full analysis to come in October's meeting once UAs are finalized, including Budget vs. Actuals & variances.**

## Budget vs. Actuals

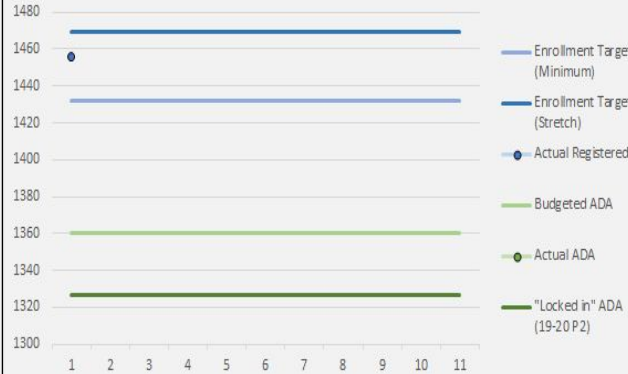
## Enrollment & ADA

## Cash Flow Forecast

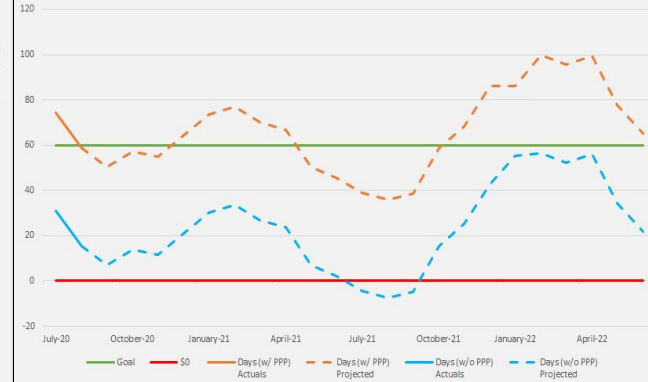
Budget vs. Forecast



LCPS Enrollment & ADA



LCPS Days of Cash on Hand: Actuals & Projected in FY21 & 22



Two revenue increases (LCFF & one-time Learning Loss Mitigation funding) drive improvement

This will indicate progress throughout the year.

**Orange** indicates balances with PPP, and **Blue** without.

As of 8/7, we are showing 1456 students registered, 24 students above our minimum budgeted enrollment.

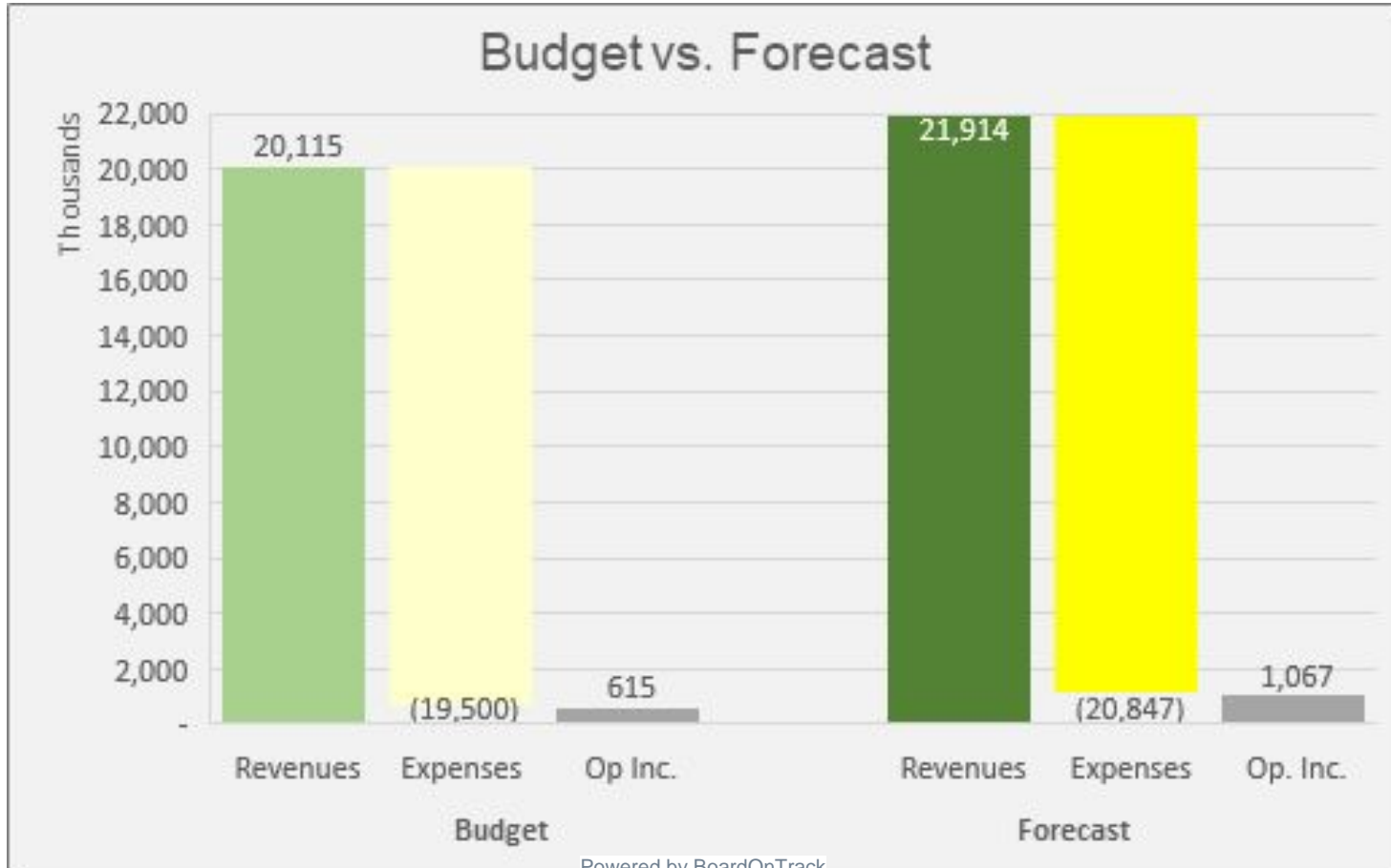
Note the drastic impact of deferrals in summer of 2021. This deferral plan is anticipated to continue into future years.

Note the constraints on ADA as a factor of LCFF, explained on subsequent



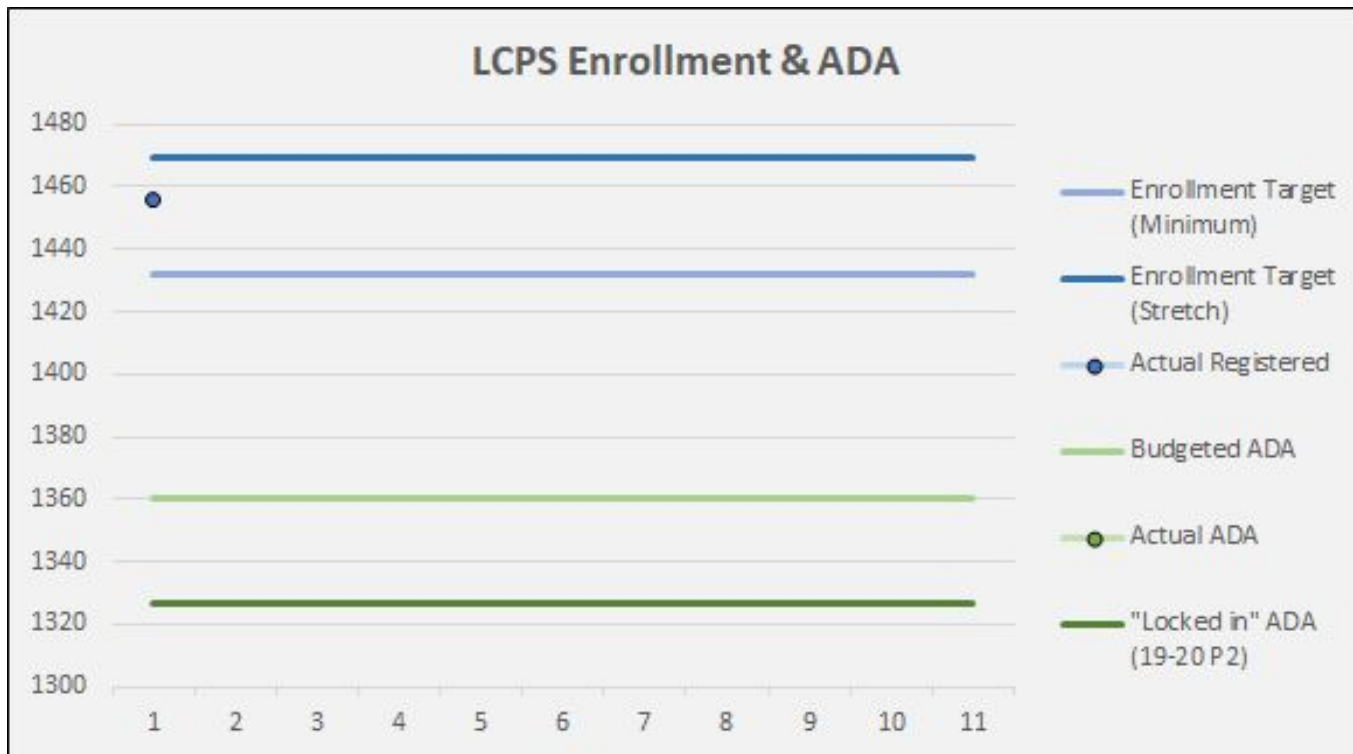
# FY21: Key Indicator #1 - BUDGET vs. FORECAST

Recurring DISCUSSION Items



# FY21: Key Indicator #2 - ENROLLMENT & ADA

Recurring DISCUSSION items



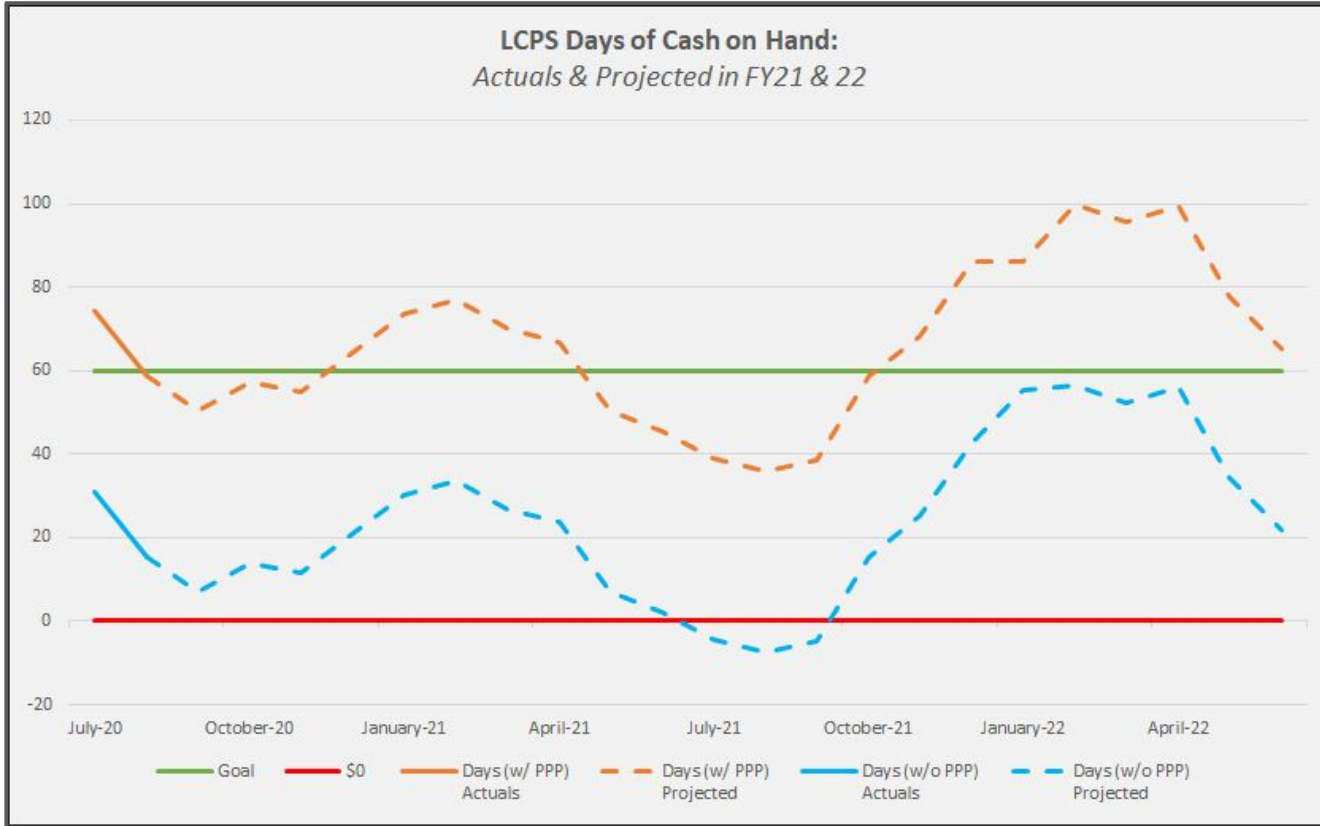
**During the year, this will show ongoing enrollment and ADA.**

**We'll also add in UPP (Unduplicated Pupil %) and Truancy tracking.**

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# FY 21: Key Indicator #3 - CASH FLOW

Recurring DISCUSSION Items



**Note: this does NOT include 2 additional sources of cash:**

**\$250K in Cash Reserve (~5 days COH) & \$500K Line of Credit (~10 days)**

# Key Indicators: Finance Committee Input

## Key Indicators

**Do these 3 indicators communicate the very most important headlines to the Board?**

**What else might be needed / modified?**

# State Budget Headlines

State Revenues drive our bottom line's projected improvement

## Then vs. Now

**On June 10**, LCPS approved its June Budget based on the Governor's May Revise, assuming a cut of 7.7% to LCFF Funding.

**Two weeks later**, the Legislature pushed forward its budget that provided:

- 1) preservation of LCFF funding with NO cuts, and
- 2) a significant influx of one-time Learning Loss Mitigation funding.

But this state budget includes a mix of good and bad news...

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# State Budget Detail: One-time Funds

First, up, LCPS will receive nearly \$1.4M in Learning Loss Mitigation Funding

Recurring **DISCUSSION** Items

LCPS will put this funding towards:

- acquisition of PPE & cleaning costs
- improved Technology for students & staff
- platforms to implement Distance Learning
- to support high needs students

One-time  
Learning  
Loss  
Mitigation  
(LLM) funds

We can mitigate the relatively minor risks associated with this funding:

- approximately 70% must be spent by 12/31
- Asset Management associated with new devices, distributed to homes





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# State Budget Detail: LCFF Revenues

## Local Control Funding Formula contains a net positive, but 2 major red flags impacting LCPS



The state budget pulled back on rate cuts to LCFF, which would have provided **+\$1M** to LCPS...

...**BUT** it also included language that holds our ADA at last year's levels.

Since we're growing, this reduces the "would have been funding" by **\$400K**

While the net result is positive relative to June, this cap tempers the positive news, with a net increase of **\$600K**



But from that increased funding of \$600K, we won't actually be receiving it this year. The state is implementing **DEFERRALS**, which means that LCPS won't actually receive the funds in a timely manner.

This is driving the cash challenges in Summer 2021.



LCPS	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
Deferral from...	-220K	-350K	-350K	-350K	-875K					
Deferred to...						+875K	+350K	+350K	+350K	+220K
Cumulative impact	-220K	-570K	-920K	-1.3M	-2.1M	-1.3M	-920K	-570K	-220K	0



### What does this mean for LCPS?

At the low point in June-September 2021, we'll have about \$2M less in the bank.

# Recurring Consent Items

- **Facilities**
- **Check Register**
- **Contracts**



# Recurring Consent Items

## Lodestar Facilities

### Highlights:

- Final project will come in \$200K under budget
- This allows for our priority add-on, the installation of Turf on the field

October's Meeting will feature a close look at the final financials, with an eye on refinancing in 2023-24.

## Check Register

The attached statement includes checks in May & June 2020.



*Make it official!  
Lodestar High!*

# Recurring Consent Items

Recurring CONSENT Items

Summary: Contract #1	
Vendor:	Seneca Family of Agencies
Amount:	Lighthouse: up to \$441,400 Lodestar: up to \$611,030
For:	Special Education Services, including Psychology, Counseling, Speech Pathology, Occupational Therapy,
Notes:	LCPS has partnered with Seneca for nearly a decade, and arranges for similar services annually. Note that “up to” is specified given that CAO and Director of Special Education are finalizing some FTE levels.

Summary: Contract #2	
Vendor:	EL Education
Amount:	LCPS: up to \$70,000
For:	School Partnership, including Staff Professional Development, Curricular Resources, and School Designer Days.
Notes:	This is not included in the Finance Committee packet, but will be ready for Board Approval. CAO is still finalizing scope, given the unique needs of this upcoming year.

# Current Topics

- **PPP Loan Update**
- **Fiscal Policy**



# Recurring Consent Items

## Paycheck Protection Program

- Our lender (CRF) expects application to be available the week of August 10.
- Internal reports are prepared, and will be further evaluated once the application is released.



## Fiscal Policies

- Redlined version will be provided for review at Finance Committee, with plan for Board Approval on 8/26.
- Minimal changes for 2020-21.

Lighthouse Community Public Schools  
 Year to Date: Budget vs. Actuals  
 Site: LCPS Roll up  
 As of: June 30, 2020 ("Soft Close")

	YTD Total	Budget	Prior Forecast	Current Forecast	Prior vs. Curr. Forecast	% YTD / Budget	% YTD / Forecast	Forecast Remaining
<b>Summary</b>								
<b>Revenues</b>								
8000 Local Control Funding Formula	12,739,659	14,062,425	14,266,705	14,266,705	-	91%	89%	1,527,046
8100 Federal Revenue	737,104	1,358,076	1,344,208	1,417,426	73,218	54%	52%	680,322
8300 Other State Revenues	2,107,184	2,713,338	2,837,238	2,842,856	5,618	78%	74%	735,672
8600 Local Revenues	918,027	980,337	1,011,155	1,015,071	3,915	94%	90%	97,044
8800 Fundraising and Grants	1,274,076	976,700	1,233,441	1,291,551	58,110	130%	99%	17,475
8800 Capital Campaign Fundraising	1,848,339	-	1,783,284	1,848,339	65,055	0%	100%	0
8999 Uncategorized	(1,200)							
<b>TOTAL</b>	<b>19,623,188</b>	<b>20,090,876</b>	<b>22,476,031</b>	<b>22,681,947</b>	<b>205,916</b>	<b>98%</b>	<b>87%</b>	<b>3,057,560</b>
<b>Expenses</b>								
1-2000 Compensation	10,612,224	10,771,055	10,605,975	10,612,224	6,249	99%	100%	-
3000 Employee Benefits	2,444,704	2,423,930	2,451,504	2,452,135	630	101%	100%	7,431
4000 Books and Supplies	1,482,619	1,704,283	1,882,938	1,957,378	74,440	87%	76%	474,759
5000 Services & Other Operating Exp.	5,012,485	4,884,639	5,202,052	5,136,692	(65,359)	103%	98%	124,207
6000 Capital Outlay	-	25,000	105,000	105,000	-			105,000
<b>TOTAL</b>	<b>19,552,220</b>	<b>19,808,907</b>	<b>20,247,469</b>	<b>20,263,429</b>	<b>15,960</b>	<b>99%</b>	<b>96%</b>	<b>711,303</b>
<b>Operating Income, before Depreciation</b>	<b>70,968</b>	<b>281,969</b>	<b>2,228,562</b>	<b>2,418,518</b>	<b>189,956</b>			<b>2,346,257</b>
<i>Operating Income, as a % of expenses</i>		<i>1.4%</i>	<i>11.0%</i>	<i>11.9%</i>				
6900 Depreciation Expense	293,124	40,000	290,064	293,125	3,061	733%	100%	0
<b>Change in Unrestricted Net Assets (inc. Depreciation)</b>	<b>(222,157)</b>	<b>241,969</b>	<b>1,938,498</b>	<b>2,125,393</b>	<b>186,895</b>	-	-	
			Net impact	Net impact				
			from Facilities:	from Facilities:				
			\$1.287M	\$1.287M				
			<b>Operational:</b>	<b>Operational:</b>				
			<b>\$242K</b>	<b>\$651K</b>	<b>\$773K</b>			
<b>Fund Balance</b>								
Beginning Balance			-	-				
Unrestricted		3,839,919	3,839,919	3,839,919				
Restricted		547,197	547,197	547,197				
Beginning Balance		4,387,116	4,387,116	4,387,116				
<b>Projected Ending Balance</b>		<b>4,387,116</b>	<b>5,578,604</b>	<b>5,578,604</b>				
<i>Projected Ending Balance, as a % of Expenses</i>		<i>22%</i>	<i>28%</i>	<i>28%</i>				

Lighthouse Community Public Schools  
 Year to Date: Budget vs. Actuals  
 Site: LCPS Roll up  
 As of: June 30, 2020 ("Soft Close")

	YTD Total	Budget	Prior Forecast	Current Forecast	Prior vs. Curr. Forecast	% YTD / Budget	% YTD / Forecast	Forecast Remaining
<b>Student Enrollment</b>								
							<i>For</i>	
							<i>% YTD / Budgeted Min.</i>	<i>Reference: Day 1 Targets</i>
<b>Enrollment Breakdown</b>	<b>Average</b>	<b>Forecast</b>	<b>Forecast</b>	<b>Forecast</b>	<b>Prior vs. Curr. Forecast</b>			<b>Difference: Budget minus Current</b>
K	111	118	118	118	-	94%	124	7
1	119	118	118	118	-	101%	124	(1)
2	118	112	112	112	-	105%	124	(6)
3	121	118	118	118	-	103%	124	(3)
4	118	112	112	112	-	105%	124	(6)
5	122	128	128	128	-	96%	128	6
6	131	128	128	128	-	102%	136	(3)
7	141	141	141	141	-	100%	149	(0)
8	130	125	125	125	-	104%	149	(5)
9	81	80	81	81	-	101%	84	(1)
10	80	80	81	81	-	100%	84	(0)
11	68	68	68	68	-	100%	72	0
12	62	60	60	60	-	103%	70	(2)
<b>Total</b>	<b>1,402</b>	<b>1,388</b>	<b>1,390</b>	<b>1,390</b>	<b>-</b>	<b>101%</b>	<b>1,492</b>	<b>(14)</b>
<b>Enrollment Summary</b>								
K-3	469	466	466	466	-			
4-6	371	368	368	368	-			
7-8	271	266	266	266	-			
9-12	291	288	290	290	-			
<b>Total Enrolled</b>	<b>1,402</b>	<b>1,388</b>	<b>1,390</b>	<b>1,390</b>				
<b>Attendance Percentage</b>								
K-3	92.9%	94.4%	94.1%	94.1%	0.0%			
4-6	95.3%	94.4%	94.1%	94.1%	0.0%			
7-8	93.4%	94.5%	94.1%	94.1%	0.0%			
9-12	96.2%	94.0%	96.0%	96.0%	0.0%			
<b>Average</b>		<b>94.4%</b>	<b>94.5%</b>	<b>94.5%</b>	<b>0.0%</b>			
<b>ADA</b>								
K-3	436	440	439	439	-			
4-6	353	348	346	346	-			
7-8	253	251	250	250	-			
9-12	280	271	278	278	-			
<b>Total ADA</b>	<b>1,322</b>	<b>1,310</b>	<b>1,314</b>	<b>1,314</b>	<b>-</b>			
<b>Demographic Information</b>								
<b>CALPADS -</b>								
	<b>Final</b>		<b>Final</b>	<b>Final</b>				
Enrollment (CALPADS; Fall 1)	1,404	1,388	1,404	1,404	-			
FRL (#)	1,139	964	1,139	1,139	-			
EL (#)	568	510	568	568	-			
Unduplicated (#)	1,210	1,126	1,210	1,210	-			
FRL (%)	81.1%	69.5%	81.1%	81.1%	0.0%			
EL (%)	40.5%	36.7%	40.5%	40.5%	0.0%			
Unduplicated (%)	86.2%	81.1%	86.2%	86.2%	0.0%			



Lighthouse Community Public Schools  
 Year to Date: Budget vs. Actuals  
 Site: LCPS Roll up  
 As of: June 30, 2020 ("Soft Close")

		YTD			Current	Prior vs. Curr.	% YTD /	% YTD /	Forecast
Revenue Detail		Total	Budget	Prior Forecast	Forecast	Forecast	Budget	Forecast	Remaining
<b>8000</b>	<b>Local Control Funding Formula</b>								
8011	State Aid	8,532,659	9,776,988	9,738,087	9,738,087	-	87%	88%	1,205,428
8012	Education Protection Account	1,102,611	1,155,213	1,155,213	1,155,213	-	95%	95%	52,602
8096	Funding in Lieu of Property Taxes	3,100,072	3,130,224	3,373,404	3,373,404	-	99%	92%	273,332
	<b>Subtotal</b>	<b>12,735,342</b>	<b>14,062,425</b>	<b>14,266,705</b>	<b>14,266,705</b>	<b>-</b>	<b>91%</b>	<b>89%</b>	<b>1,531,363</b>
							0%	0%	
<b>8100</b>	<b>Federal Revenue</b>						0%	0%	
8290	Title Funding	289,582	797,656	750,099	750,099	-	36%	39%	460,517
8181	Special Education	-	153,720	156,413	156,413	-	0%	0%	156,413
8220	Child Nutrition	447,522	406,700	437,697	510,915	73,218	110%	88%	63,393
8100	Other Federal Revenues	-	-	-	-	-	0%	0%	-
	<b>Subtotal</b>	<b>737,104</b>	<b>1,358,076</b>	<b>1,344,208</b>	<b>1,417,426</b>	<b>73,218</b>	<b>54%</b>	<b>52%</b>	<b>680,322</b>
							0%	0%	
<b>8300</b>	<b>Other State Revenues</b>						0%	0%	
8381	Special Education	666,747	740,719	776,402	776,402	-	90%	86%	109,655
8300	All Other State Revenues	1,440,437	1,972,619	2,060,836	2,066,454	5,618	73%	70%	626,017
	<b>Subtotal</b>	<b>2,107,184</b>	<b>2,713,338</b>	<b>2,837,238</b>	<b>2,842,856</b>	<b>5,618</b>	<b>78%</b>	<b>74%</b>	<b>735,672</b>
							0%	0%	
<b>8600</b>	<b>Local Revenues</b>						0%	0%	
	<b>All Local</b>	<b>918,027</b>	<b>980,337</b>	<b>1,011,155</b>	<b>1,015,071</b>	<b>3,915</b>	<b>94%</b>	<b>90%</b>	<b>97,044</b>
							0%	0%	
<b>8800</b>	<b>Fundraising and Grants</b>						0%	0%	
	<b>All Philanthropy</b>	<b>3,122,414</b>	<b>976,700</b>	<b>3,016,725</b>	<b>3,139,890</b>	<b>123,165</b>	<b>320%</b>	<b>99%</b>	<b>17,475</b>
							0%	0%	
<b>8900</b>	<b>Other Inflow</b>						0%	0%	
	<b>All Transfers</b>	<b>(1,200)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0%</b>	<b>0%</b>	<b>1,200</b>
							0%	0%	
<b>Total Revenue</b>		<b>19,618,871</b>	<b>20,090,876</b>	<b>22,476,031</b>	<b>22,681,947</b>	<b>205,916</b>	<b>98%</b>	<b>86%</b>	<b>3,063,076</b>

Lighthouse Community Public Schools  
 Year to Date: Budget vs. Actuals  
 Site: LCPS Roll up  
 As of: June 30, 2020 ("Soft Close")

Expense Detail	YTD Total	Budget	Prior Forecast	Current Forecast	Prior vs. Curr. Forecast	% YTD / Budget	% YTD / Forecast	Forecast Remaining
<b>1000 Compensation</b>						0%	0%	
1100 Teacher Salaries	5,119,848	5,218,073	5,138,286	5,119,848	(18,437)	98%	100%	-
1300 Administrator Salaries	3,750,761	3,825,917	3,710,979	3,750,761	39,782	98%	100%	-
1400 Bonuses & Other Compensation	40,500	58,334	40,500	40,500	-	69%	100%	-
<b>Subtotal</b>	<b>8,911,109</b>	<b>9,102,324</b>	<b>8,889,765</b>	<b>8,911,109</b>	<b>21,344</b>	<b>98%</b>	<b>100%</b>	<b>-</b>
<b>2000 Compensation</b>								
2100 Instructional Aide Salaries	501,723	439,457	502,616	501,723	(893)	114%	100%	-
2900 Other Non-certificated Salaries	1,199,391	1,229,274	1,213,594	1,199,391	(14,202)	98%	100%	-
<b>Subtotal</b>	<b>1,701,114</b>	<b>1,668,731</b>	<b>1,716,210</b>	<b>1,701,114</b>	<b>(15,095)</b>	<b>102%</b>	<b>100%</b>	<b>-</b>
<b>Total Compensation</b>	<b>10,612,224</b>	<b>10,771,055</b>	<b>10,605,975</b>	<b>10,612,224</b>	<b>6,249</b>	<b>99%</b>	<b>100%</b>	<b>-</b>
<b>3000 Employee Benefits</b>								
<b>Subtotal</b>	<b>2,444,704</b>	<b>2,423,930</b>	<b>2,451,504</b>	<b>2,452,135</b>	<b>630</b>	<b>101%</b>	<b>100%</b>	<b>7,431</b>
<b>4000 Books and Supplies</b>								
4100 Textbooks & Curriculum	53,779	93,500	64,350	53,779	(10,571)	58%	100%	-
4200 Books & Other Materials	58,176	43,500	56,558	58,176	1,618	134%	100%	-
4300 Materials and Supplies	496,598	755,678	701,425	702,583	1,159	66%	71%	205,985
4400 Noncapitalized Equipment	170,171	170,982	374,982	340,171	(34,811)	100%	50%	170,000
4700 Food	703,895	640,623	685,623	802,669	117,045	110%	88%	98,774
<b>Subtotal</b>	<b>1,482,619</b>	<b>1,704,283</b>	<b>1,882,938</b>	<b>1,957,378</b>	<b>74,440</b>	<b>87%</b>	<b>76%</b>	<b>474,759</b>
<b>5000 Services &amp; Other Operating Exp.</b>								
5100 Subagreements for Services	72,900	169,500	95,100	72,900	(22,200)	43%	100%	-
5200 Travel and Conferences	34,114	50,360	40,360	34,114	(6,246)	68%	100%	-
5300 Dues and Memberships	22,845	37,810	32,810	22,845	(9,965)	60%	100%	-
5400 Insurance	78,662	83,426	83,426	83,426	-	94%	94%	4,764
5500 Utilities	329,694	352,853	352,853	339,594	(13,259)	93%	97%	9,900
5600 Leases, Repairs, and Improvements	1,921,064	1,917,555	1,921,555	1,921,064	(491)	100%	100%	-
5800 Professional Services & Other Exp.	2,416,227	2,155,251	2,556,313	2,525,769	(30,544)	112%	96%	109,543
5900 Communications	136,979	117,885	119,635	136,979	17,344	116%	100%	-
<b>Subtotal</b>	<b>5,012,485</b>	<b>4,884,639</b>	<b>5,202,052</b>	<b>5,136,692</b>	<b>(65,359)</b>	<b>103%</b>	<b>98%</b>	<b>124,207</b>
<b>6000 Capital Outlay</b>								
6100 Capital Projects	-	25,000	105,000	105,000	-	0%	0%	105,000
6900 Depreciation Expense (for full accrual only)	293,124	40,000	290,064	293,125	3,061	733%	100%	0
<b>Subtotal</b>	<b>293,124</b>	<b>65,000</b>	<b>395,064</b>	<b>398,125</b>	<b>3,061</b>	<b>451%</b>	<b>74%</b>	<b>105,000</b>
<b>Total Expenses</b>	<b>19,845,251</b>	<b>19,848,907</b>	<b>20,537,533</b>	<b>20,556,554</b>	<b>19,021</b>	<b>100%</b>	<b>97%</b>	<b>711,303</b>

Lighthouse Community Public Schools  
 Budget Vs. Forecast  
 Site: LCPS Roll-up  
 Version: August 2020 Finance Committee

	Curr. Yr. FY21 LCPS Budget	Curr. Yr. FY20 LCPS Forecast	Budget vs. Forecast Curr. Yr. FY20 LCPS Forecast
<b>Summary</b>			
<b>Unrestricted</b>			
<b>Revenues</b>			
8000 Local Control Funding Formula	13,571,254	14,266,705	695,451
8100 Federal Revenue	1,491,909	2,581,700	1,089,791
8300 Other State Revenues	2,844,714	2,933,300	88,586
8600 Local Revenues	1,013,359	948,359	(65,000)
8800 Fundraising and Grants	1,193,700	1,183,700	(10,000)
<b>TOTAL</b>	<b>20,114,937</b>	<b>21,913,764</b>	<b>1,798,828</b>
<b>Expenses</b>			
1-2000 Compensation	10,966,183	10,968,493	2,310
3000 Employee Benefits	2,385,260	2,463,855	78,595
4000 Books and Supplies	1,169,806	1,950,806	781,000
5000 Services & Other Operating Exp.	4,978,398	5,463,778	485,381
6000 Capital Outlay	-	-	-
7000 Other Outflow	-	-	-
<b>TOTAL</b>	<b>19,499,646</b>	<b>20,846,932</b>	<b>1,347,285</b>
<b>Operating Income, before Depreciation</b>	<b>615,290</b>	<b>1,066,833</b>	<b>451,543</b>
<i>Operating Income, as a % of expenses</i>	3.2%	5.1%	33.5%
6900 Depreciation Expense	238,440	258,920	20,480
<b>Change in Unrestricted Net Assets (inc. Depreciation)</b>	<b>376,850</b>	<b>807,912</b>	<b>431,062</b>
<i>Operating Income, as a % of expenses</i>	1.9%	3.9%	32.0%
	-	-	-
<b>Cash on Hand at June 30</b>		<b>2,585,399</b>	
Days of Cash on Hand (inc. of PPP)		45	

Lighthouse Community Public Schools  
 Budget Vs. Forecast  
 Site: LCPS Roll-up  
 Version: August 2020 Finance Committee

	Curr. Yr. FY21 LCPS Budget	Curr. Yr. FY20 LCPS Forecast	Budget vs. Forecast Curr. Yr. FY20 LCPS Forecast
<b>Student Enrollment</b>			
<b>Budgeted Enrollment (Minimum)</b>			
K	104	104	-
1	104	104	-
2	108	108	-
3	108	108	-
4	108	108	-
5	112	112	-
6	136	136	-
7	145	145	-
8	145	145	-
9	150	150	-
10	84	84	-
11	68	68	-
12	60	60	-
<b>Total</b>	<b>1,432</b>	<b>1,432</b>	-
<b>Attendance Percentage</b>			
<b>Average</b>	<b>95.0%</b>	<b>95.0%</b>	<b>0.0%</b>
<b>ADA</b>			
K-3	403	403	-
4-6	338	338	-
7-8	276	276	-
9-12	344	344	-
<b>Total ADA</b>	<b>1,360</b>	<b>1,360</b>	-
<b>Demographic Information</b>			
Enrollment (CBEDS)	1,432	1,432	-
FRL (#)	992	992	-
EL (#)	522	522	-
Unduplicated (#)	1,158	1,158	-
FRL (%)	69.3%	69.3%	0.0%
EL (%)	36.5%	36.5%	0.0%
Unduplicated (%)	80.9%	80.9%	0.0%

Lighthouse Community Public Schools  
 Budget Vs. Forecast  
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 Version: August 2020 Finance Committee

		Curr. Yr. FY21 LCPS Budget	Curr. Yr. FY20 LCPS Forecast	Budget vs. Forecast Curr. Yr. FY20 LCPS Forecast
<b>Revenue Detail</b>				
<b>8000</b>	<b>Local Control Funding Formula</b>			
8011	State Aid	8,962,291	9,657,742	695,451
8012	Education Protection Account	1,135,929	1,135,929	-
8096	Funding in Lieu of Property Taxes	3,473,033	3,473,033	(0)
	<b>Subtotal</b>	<b>13,571,254</b>	<b>14,266,705</b>	<b>695,451</b>
<b>8100</b>	<b>Federal Revenue</b>			
8290	Title Funding	530,033	530,033	-
8181	Special Education	169,265	172,749	3,484
8220	Child Nutrition	498,989	507,547	8,558
8100	Other Federal Revenues	293,623	1,371,372	1,077,749
	<b>Subtotal</b>	<b>1,491,909</b>	<b>2,581,700</b>	<b>1,089,791</b>
<b>8300</b>	<b>Other State Revenues</b>			
8381	Special Education	867,978	867,978	-
8300	All Other State Revenues	1,976,736	2,065,322	88,586
	<b>Subtotal</b>	<b>2,844,714</b>	<b>2,933,300</b>	<b>88,586</b>
<b>8600</b>	<b>Local Revenues &amp; Philanthropy</b>			
	<b>All Local</b>	<b>1,013,359</b>	<b>948,359</b>	<b>(65,000)</b>
<b>Total Revenue</b>		<b>20,114,937</b>	<b>21,913,764</b>	<b>1,798,828</b>

Lighthouse Community Public Schools  
 Budget Vs. Forecast  
 Site: LCPS Roll-up  
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		Curr. Yr. FY21 LCPS Budget	Curr. Yr. FY20 LCPS Forecast	Budget vs. Forecast Curr. Yr. FY20 LCPS Forecast
<b>Expense Detail</b>				
<b>1000</b>	<b>Compensation: Certificated</b>			
1100	Teacher Salaries	5,698,925	5,698,925	-
1300	Administrator Salaries	3,878,827	3,878,827	-
1400	Bonuses & Other Compensation	74,690	77,000	2,310
	<b>Subtotal</b>	<b>9,652,442</b>	<b>9,654,752</b>	<b>2,310</b>
<b>2000</b>	<b>Compensation: Certificated</b>			
2900	Other Non-certificated Salaries	1,075,282	1,075,282	-
	<b>Subtotal</b>	<b>1,313,741</b>	<b>1,313,741</b>	<b>-</b>
	<b>Total Compensation</b>	<b>10,966,183</b>	<b>10,968,493</b>	<b>2,310</b>
<b>3000</b>	<b>Employee Benefits</b>			
3400	Health & Welfare Benefits	1,280,965	1,281,539	574
3000	Other Employee Benefits	1,104,295	1,182,315	78,021
	<b>Subtotal</b>	<b>2,385,260</b>	<b>2,463,855</b>	<b>78,595</b>
<b>4000</b>	<b>Books and Supplies</b>			
4100	Textbooks & Curriculum	59,310	59,310	-
4200	Books & Other Materials	35,841	35,841	-
4300	Materials and Supplies	293,428	648,428	355,000
4400	Noncapitalized Equipment	148,641	574,641	426,000
4700	Food	632,586	632,586	0
	<b>Subtotal</b>	<b>1,169,806</b>	<b>1,950,806</b>	<b>781,000</b>
<b>5000</b>	<b>Services &amp; Other Operating Exp.</b>			
5100	Subagreements for Services	261,500	261,500	(0)
5200	Travel and Conferences	3,500	3,500	-
5300	Dues and Memberships	22,500	22,500	-
5400	Insurance	80,000	83,426	3,426
5500	Utilities	342,500	342,500	-
5600	Leases, Repairs, and Improvements	2,097,333	2,097,333	-
5800	Professional Services & Other Exp.	2,036,565	2,518,519	481,955
5900	Communications	134,500	134,500	-
	<b>Subtotal</b>	<b>4,978,398</b>	<b>5,463,778</b>	<b>485,381</b>
<b>6000</b>	<b>Capital Outlay</b>			
6900	Depreciation Expense	238,440	258,920	20,480
	<b>Subtotal</b>	<b>238,440</b>	<b>258,920</b>	<b>20,480</b>
<b>Total Expenses</b>		<b>19,738,086</b>	<b>21,105,852</b>	<b>1,367,765</b>

Lighthouse Community Public Schools  
 Statement of Cash Flows  
 Site: LCPS Roll Up  
 As of: June 30, 2020  
 (Soft Close of UA's)

	Current Year: FY21												YTD Total	AP/AR	Budget	Forecast
	Actuals	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected				
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun				
<b>Beginning Cash</b>	<b>3,537,630</b>	<b>4,247,231</b>	<b>3,347,412</b>	<b>2,876,227</b>	<b>3,273,397</b>	<b>3,144,973</b>	<b>3,682,630</b>	<b>4,197,338</b>	<b>4,387,634</b>	<b>4,009,497</b>	<b>3,820,498</b>	<b>2,878,312</b>				
<b>Unrestricted</b>																
<b>REVENUE TOTAL</b>	<b>102,261</b>	<b>767,505</b>	<b>1,053,769</b>	<b>2,395,160</b>	<b>1,553,038</b>	<b>2,269,446</b>	<b>2,082,212</b>	<b>1,824,754</b>	<b>1,268,823</b>	<b>1,427,036</b>	<b>687,287</b>	<b>917,119</b>	<b>16,348,411</b>	<b>5,565,354</b>	<b>20,114,937</b>	<b>21,913,764</b>
<b>EXPENSE TOTAL</b>	<b>1,035,345</b>	<b>2,377,721</b>	<b>1,850,525</b>	<b>2,073,704</b>	<b>1,757,176</b>	<b>1,807,503</b>	<b>1,974,651</b>	<b>1,710,172</b>	<b>1,722,673</b>	<b>1,691,749</b>	<b>1,707,395</b>	<b>824,650</b>	<b>20,533,264</b>	<b>313,667</b>	<b>19,499,646</b>	<b>20,846,932</b>
<b>Operating Cash Inflow (Outflow), exclusive of Depr.</b>	<b>(933,084)</b>	<b>(1,610,216)</b>	<b>(796,756)</b>	<b>321,456</b>	<b>(204,138)</b>	<b>461,943</b>	<b>107,561</b>	<b>114,582</b>	<b>(453,850)</b>	<b>(264,713)</b>	<b>(1,020,108)</b>	<b>92,468</b>	<b>(4,184,854)</b>	<b>5,251,687</b>	<b>615,290</b>	<b>1,066,833</b>
6900 Depr.	28,006	15,147	21,577	21,577	21,577	21,577	21,577	21,577	21,577	21,577	21,577	21,577	258,920	-	238,440	258,920
<b>Operating Cash Inflow (Outflow), inclusive of Depr.</b>	<b>(961,090)</b>	<b>(1,625,363)</b>	<b>(818,332)</b>	<b>299,880</b>	<b>(225,715)</b>	<b>440,367</b>	<b>85,985</b>	<b>93,005</b>	<b>(475,427)</b>	<b>(286,290)</b>	<b>(1,041,685)</b>	<b>70,892</b>	<b>(4,443,774)</b>	<b>5,251,687</b>	<b>376,850</b>	<b>807,912</b>
Prior Year Revenue	2,063,736	418,151	247,648				329,225									
Prior Year Expenses	(124,207)	-														
Change in Deposits on record (Assets)	-	-														
Change in Fixed Assets	28,006	15,147	21,577	21,577	21,577	21,577	21,577	21,577	21,577	21,577	21,577	21,577				
Change in Accounts Receivable (current yr)	(2,900)	5,768														
Change in Accounts Payable (current yr)	(72,811)	(60,361)														
Prepays	834	235,618														
Other Balance Sheet changes	-	28,508														
Summerholdback for Teachers	(221,967)	82,714	77,922	75,714	75,714	75,714	77,922	75,714	75,714	75,714	77,922	(385,381)				
Transfer from Cash Reserve																
Transfer from Line of Credit																
Paycheck Protection Program																
<b>Ending Cash - Total in Primary Checking</b>	<b>4,247,231</b>	<b>3,347,412</b>	<b>2,876,227</b>	<b>3,273,397</b>	<b>3,144,973</b>	<b>3,682,630</b>	<b>4,197,338</b>	<b>4,387,634</b>	<b>4,009,497</b>	<b>3,820,498</b>	<b>2,878,312</b>	<b>2,585,399</b>				<b>2,470,000</b>
Days of Cash on hand	74	59	50	57	55	64	73	77	70	67	50	45				43
Days of Cash on hand (w/o PPP)	31	15	7	14	12	21	30	34	27	24	7	2				
Additional Cash accounts																
Cash Reserve Account	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000				
<b>Ending Cash - Including Cash Reserve</b>	<b>4,497,231</b>	<b>3,597,412</b>	<b>3,126,227</b>	<b>3,523,397</b>	<b>3,394,973</b>	<b>3,932,630</b>	<b>4,447,338</b>	<b>4,637,634</b>	<b>4,259,497</b>	<b>4,070,498</b>	<b>3,128,312</b>	<b>2,835,399</b>				
Days of Cash on hand	79	63	55	62	59	69	78	81	75	71	55	50				
Additional sources available																
Unused Line of Credit - FRB	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000				
<b>Available Ending Cash</b>	<b>4,997,231</b>	<b>4,097,412</b>	<b>3,626,227</b>	<b>4,023,397</b>	<b>3,894,973</b>	<b>4,432,630</b>	<b>4,947,338</b>	<b>5,137,634</b>	<b>4,759,497</b>	<b>4,570,498</b>	<b>3,628,312</b>	<b>3,335,399</b>				
Days of Cash available	87	72	63	70	68	78	87	90	83	80	64	58				

Lighthouse Community Public Schools  
 Statement of Cash Flows  
 Site: LCPS Roll Up  
 As of: June 30, 2020  
 (Soft Close of UA's)

		Year 2: FY22													Forecast	
		Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	YTD Total	AP/AR	
		Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun			
<b>Beginning Cash</b>		<b>2,585,399</b>	<b>2,222,167</b>	<b>2,046,818</b>	<b>2,202,011</b>	<b>3,351,755</b>	<b>3,907,728</b>	<b>4,913,613</b>	<b>5,625,695</b>	<b>5,698,891</b>	<b>5,465,547</b>	<b>5,672,656</b>	<b>4,447,847</b>			
<b>Unrestricted</b>																
	REVENUE TOTAL	65,800	757,760	1,091,405	2,163,329	1,480,226	1,364,752	2,293,790	1,644,653	1,372,359	1,767,413	347,805	548,599	14,897,890	4,297,603	19,195,494
	EXPENSE TOTAL	1,232,630	1,684,594	1,682,566	1,759,940	1,670,607	1,828,718	1,660,219	1,649,969	1,684,215	1,638,815	1,651,126	877,366	19,020,766	371,344	19,378,684
	<b>Operating Cash Inflow (Outflow), exclusive of Depr.</b>	<b>(1,166,830)</b>	<b>(926,834)</b>	<b>(591,162)</b>	<b>403,390</b>	<b>(190,381)</b>	<b>(463,965)</b>	<b>633,570</b>	<b>(5,316)</b>	<b>(311,857)</b>	<b>128,598</b>	<b>(1,303,321)</b>	<b>(328,767)</b>	<b>(4,122,876)</b>	<b>3,926,260</b>	<b>(183,190)</b>
6900	Depr.	19,870	19,870	19,870	19,870	19,870	19,870	19,870	19,870	19,870	19,870	19,870	19,870	238,440	-	238,440
	<b>Operating Cash Inflow (Outflow), inclusive of Depr.</b>	<b>(1,186,700)</b>	<b>(946,704)</b>	<b>(611,032)</b>	<b>383,520</b>	<b>(210,251)</b>	<b>(483,835)</b>	<b>613,700</b>	<b>(25,186)</b>	<b>(331,727)</b>	<b>108,728</b>	<b>(1,323,191)</b>	<b>(348,637)</b>	<b>(4,361,316)</b>	<b>3,926,260</b>	<b>(421,630)</b>
	Prior Year Revenue	1,502,646	667,842	667,842	667,842	667,842	1,391,338									
	Prior Year Expenses	(313,667)														
	Change in Deposits on record (Assets)	19,870	19,870	19,870	19,870	19,870	19,870	19,870	19,870	19,870	19,870	19,870	19,870			
	Change in Fixed Assets															
	Change in Accounts Receivable (current yr)															
	Change in Accounts Payable (current yr)															
	Prepays	-														
	Other Balance Sheet changes	-														
	Summerholdback for Teachers	(385,381)	83,643	78,512	78,512	78,512	78,512	78,512	78,512	78,512	78,512	78,512	(395,125)			
	Transfer from Cash Reserve															
	Transfer from Line of Credit															
	Paycheck Protection Program															
<b>Ending Cash - Total in Primary Checking</b>		<b>2,222,167</b>	<b>2,046,818</b>	<b>2,202,011</b>	<b>3,351,755</b>	<b>3,907,728</b>	<b>4,913,613</b>	<b>5,625,695</b>	<b>5,698,891</b>	<b>5,465,547</b>	<b>5,672,656</b>	<b>4,447,847</b>	<b>3,723,954</b>			
	Days of Cash on hand	39	36	39	59	68	86	98	100	96	99	78	65			
	Days of Cash on hand (w/o PPP)	(4)	(7)	(5)	15	25	43	55	56	52	56	35	22			
	<b>Additional Cash accounts</b>															
	Cash Reserve Account	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000			
<b>Ending Cash - Including Cash Reserve</b>		<b>2,472,167</b>	<b>2,296,818</b>	<b>2,452,011</b>	<b>3,601,755</b>	<b>4,157,728</b>	<b>5,163,613</b>	<b>5,875,695</b>	<b>5,948,891</b>	<b>5,715,547</b>	<b>5,922,656</b>	<b>4,697,847</b>	<b>3,973,954</b>			
	Days of Cash on hand	43	40	43	63	73	90	103	104	100	104	82	70			
	<b>Additional sources available</b>															
	Unused Line of Credit - FRB	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000			
<b>Available Ending Cash</b>		<b>2,972,167</b>	<b>2,796,818</b>	<b>2,952,011</b>	<b>4,101,755</b>	<b>4,657,728</b>	<b>5,663,613</b>	<b>6,375,695</b>	<b>6,448,891</b>	<b>6,215,547</b>	<b>6,422,656</b>	<b>5,197,847</b>	<b>4,473,954</b>			
	Days of Cash available	56	53	56	77	88	107	120	121	117	121	98	84			



**Lighthouse Community Public Schools (LCPS)**  
**Balance Sheet**  
**As of July 31, 2020**  
**(draft prior to UA's)**

Financial Row	June 2020 Amount
<b>ASSETS</b>	
<b>Current Assets</b>	
Total Bank	3,787,629.58
Total Accounts Receivable	180,502.62 *
Other Current Asset	-
Total - 9330 - Prepaid Expenditures (Expenses)	236,452.07
<b>Total Current Assets</b>	<b>4,204,584.27</b>
<b>Fixed Assets</b>	
<b>Total Fixed Assets</b>	<b>5,218,201.44</b>
<b>Other Assets</b>	
9360 - Other Asset - Deposits	73,083.00
<b>Total Other Assets</b>	<b>73,083.00</b>
<b>Total ASSETS</b>	<b>9,495,868.71</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Current Liabilities</b>	
Total Accounts Payable	114,243.78
Total Credit Card	9,779.06
Total Other Current Liability, including Wages Payable ("Summer Holdback")	338,231.06
<b>Total Current Liabilities</b>	<b>462,253.90</b>
<b>Long Term Liabilities</b>	
Total - 9660 - Long Term Liabilities	2,473,600.00 **
<b>Total Long Term Liabilities</b>	<b>2,473,600.00</b>
<b>Equity</b>	
With Donor Restriction	449,454.21
Retained Earnings	6,110,560.60
Net Income	-
<b>Total Equity</b>	<b>6,560,014.81</b>
<b>Total LIABILITIES &amp; EQUITY</b>	<b>9,495,868.71</b>

\* FY20 Accruals have not yet been recorded.

\*\* Paycheck Protection Program Loan

# Coversheet

## PCSD Development Agreement Addendum

<b>Section:</b>	II. Consent Items
<b>Item:</b>	C. PCSD Development Agreement Addendum
<b>Purpose:</b>	Vote
<b>Submitted by:</b>	
<b>Related Material:</b>	105th AR Dev Agmt FirstAmend_200805v2.pdf

## FIRST AMENDMENT TO AMENDED AND RESTATED DEVELOPMENT AGREEMENT

This First Amendment to Amended and Restated Development Agreement (this “**Amendment**”) dated as of August \_\_, 2020 (“**Effective Date**”), is made by and among Lighthouse Community Public Schools, a California nonprofit public benefit corporation (“**Client**”) and Pacific Charter School Development, Inc., a California nonprofit public benefit corporation (“**PCSD**”) and PCSD 701 105<sup>th</sup> Ave LLC, a California limited liability company (“**Project LLC**”). Client, PCSD and Project LLC are hereinafter individually referred to as a “**Party**” and collectively as the “**Parties.**”

### RECITALS

A. Client, PCSD and Project LLC are parties to that certain Amended and Restated Development Agreement dated as of June 12, 2019 (the “**DA**”), pursuant to which, among other things, PCSD and PROJECT LLC agreed to provide certain development services to Client to facilitate the acquisition, development and construction of a charter school facility on that certain real property, together with all improvements located thereon, commonly known as 701 105<sup>th</sup> Avenue, located in the City of Oakland, County of Alameda, State of California (the “**Premises**”), for use by Client in the operation of a public charter school for now up to 850 students in grades K-12 (the “**Project**”). Capitalized terms used and not otherwise defined herein shall have the meanings given in the DA.

B. The Project currently has funds allocated to the contingency fund of the Project budget, which Client would like to reallocate towards the installation of artificial turf on a portion of the Premises.

C. In exchange for such reallocation and additional scope, Client shall increase its Phase II Client Contribution using grant proceeds received from The Roger’s Family Foundation, as a non-refundable pre-payment against the exercise of the Purchase Option on behalf of an affiliate of Client, for its future acquisition of the Premises and Project.

D. The Parties desire to amend the DA as set forth herein.

### AGREEMENT

**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. The amount of the Phase II Client Contribution set forth in Section 4.2 of the DA shall hereby be increased by Two Hundred Fifty Thousand Dollars (\$250,000), for a total Phase II Client Contribution amount equal to Three Million Two Hundred Five Thousand Five Hundred (\$3,205,500).
2. Subsection 4.2(e) shall be added, and shall read as follows: On or before the date of this Amendment, Client will pay to Project LLC, in a manner reasonably requested by Project LLC, an amount equal to Two Hundred Fifty Thousand Dollars (\$250,000).

### MISCELLANEOUS.

1. The Parties hereby acknowledge and confirm that the DA, as amended by this Amendment, is valid and binding and in full force and effect, enforceable against each of them in accordance with its terms.
2. This Amendment may be executed in multiple counterparts which, when taken together, shall constitute a single instrument. Legal delivery of this Amendment may be accomplished by facsimile or email or other electronic transmission of signatures.
3. The recitals in the opening paragraphs of this Amendment are incorporated into and are a part of this Amendment.
4. No other terms or conditions of the Agreement shall be negated or changed as a result of Amendment, and except for the modifications under this Amendment, the Parties ratify and confirm the DA remains in full force and effect.
5. This Amendment shall be governed, construed and interpreted by, through and under the laws of the State of California.

**REQUIREMENT FOR VALID AGREEMENT.** Unless and until this Amendment is fully executed and delivered by all Parties, there is not an agreement of any kind among the Parties, concerning the subject matter of this Amendment, that is binding upon any Party or upon which any Party can or should rely.

[Balance of Page Intentionally Left Blank; Signature Page Follows]

**IN WITNESS WHEREOF**, the Parties have executed this Amendment effective as of the date first set forth above.

**LIGHTHOUSE COMMUNITY PUBLIC SCHOOLS**

By: \_\_\_\_\_  
Name: Rich Harrison  
Title: CEO

**PACIFIC CHARTER SCHOOL DEVELOPMENT, INC.**

By: \_\_\_\_\_  
Name: John Sun  
Title: Chief Executive Officer

**PCSD 701 105<sup>th</sup> AVE LLC**

By: \_\_\_\_\_  
Name: Jennifer Afdahl Rice  
Title: Vice President

# Coversheet

## Contract: EL Education

<b>Section:</b>	II. Consent Items
<b>Item:</b>	D. Contract: EL Education
<b>Purpose:</b>	Vote
<b>Submitted by:</b>	
<b>Related Material:</b>	Lodestar EL Services Proposed for 2020-2021.pdf Lighthouse EL Services Proposed for 2020-2021.pdf

2020-21			
<b>Lodestar</b>			
<p><b>Goal: (K-9)</b> Reduction of chronic absences; improved proficiency in ELA and math; reduction in office referrals; improvement in teacher engagement <b>(6-9)</b> Eighth and ninth graders on-track for success in high school; reduction of chronic absences; improved proficiency in ELA and math; increased student sense of belonging; reduction in referrals; increased parent engagement;</p> <p><b>Core Practice implementation priorities: (K-9)</b> Building relationships with families (24B); Transformational literacy /reading emphasis (13A-D); Setting clear schoolwide expectations/fostering a positive climate for learning (21A&amp;B); Providing frequent descriptive feedback/coaching teachers (36C&amp;D) <b>(6-9)</b> Supporting college and career readiness (3A-C); Learning expedition design (6-9); Differentiating instruction (19); Teaching English language learners (20); Teaching reading across the disciplines (13); Communicating data through student-led conferences (31F); Promoting social, emotional and physical wellness (5A&amp;B; 23B); Building relationships with families (24B)</p> <p><b>Additional aligned support possibilities: (K-9)</b> Progress monitoring for Reading instruction, Effective learners/Ethical people; Adult Crew; Management in the active classroom; Attributes of High-quality work <b>(6-9)</b> Progress monitoring for Deeper Learning, Crew implementation; Adult Crew; Management in the Active Classroom; Attributes of High-quality work</p>			
EL Service	Cost per 1 2020-21	Lodestar	
Direct Service Days (SD Days)	1550		
Direct Service (Curriculum)	1550	5	7750
Direct Service (Virtual, delivered in day fractions)	1550	10	15500
1-Day Institutes	300	16	4800
3-Day Institutes	900	0	0
5-Day Institutes	1500	0	0
Leadership Cohort	900	6	5400
Site Seminar	500	0	0
<a href="#">Virtual Summit -- before 8/31</a>	450	4	1800
<a href="#">Virtual Summit</a>	600	0	0
	<b>EL Agreement Projection 2020-21 -- &gt;</b>		<b>35250</b>

## LCPS EL Services Proposed for 2020-2021

2020-21

### Lighthouse

**Goals: (K-12)** Reduction of chronic absences; focused support for African-American learners; improved proficiency in ELA and math; reduction in suspensions; improved teacher retention; improvement in beautiful and inclusive school spaces

**Core Practice implementation priorities: (K-12)** Deeper emphasis on family/school connections (24B&C); Leveraging Crew to a) connect attendance to learning b) support African-American students' school experiences (23B&C); Development of common assessment practices (27B, 29B&F, 30A,C&D); Deepening implementation of EL ELA curriculum (11B-D, 13A-D, 14A-D); Increased use of classroom and school documentation panels reflecting student experience (25A&B)

**Additional aligned support possibilities: (K-12)** Progress monitoring for assessment practices, Crew implementation, and/or ELA instruction; Adult Crew; Data disaggregation strategies; Attributes of High-quality work

EL Service	Cost per 1 2020-21	Lighthouse	
Direct Service Days (SD Days)	1550		
Direct Service (Curriculum)	1550	5	7750
Direct Service (Virtual, delivered in day fractions)	1550	10	15500
1-Day Institutes	300	19	5700
3-Day Institutes	900	0	0
5-Day Institutes	1500	0	0
Leadership Cohort	900	7	6300
Site Seminar	500	0	0
<a href="#">Virtual Summit -- before 8/31</a>	450	4	1800
<a href="#">Virtual Summit</a>	600	0	0
	<b>EL Agreement Projection 2020-21 -- &gt;</b>		<b>37050</b>



# Coversheet

## Contract: Seneca Family of Agencies

<b>Section:</b>	II. Consent Items
<b>Item:</b>	E. Contract: Seneca Family of Agencies
<b>Purpose:</b>	Vote
<b>Submitted by:</b>	
<b>Related Material:</b>	6a - Lighthouse Master Contract (1).pdf 6b - Lodestar Master Contract (1).pdf

*NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES*

**Master Contract**

***2020-2021***

# Master Contract

**GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL AND AGENCY SERVICES**

**LEA** LIGHTHOUSE COMMUNITY PUBLIC SCHOOLS

Contract Year 2020-2021

           Nonpublic School

  X   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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**2020-2021**

**CONTRACT NUMBER:**

**LOCAL EDUCATION AGENCY: Lighthouse Community Public Schools**

**NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: Seneca Family of Agencies**

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

### **AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

#### **1. MASTER CONTRACT**

This Master Contract (or "Agreement") is entered into on July 1, 2020, between Lighthouse Community Public Schools, hereinafter referred to as the local educational agency ("LEA"), a member of the El Dorado Charter SELPA and Seneca Family of Agencies (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as "ISA"). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all services specified in the student's Individualized Education Plan (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of a student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for ISA developing including invoicing.

Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the student's parent.

#### **2. CERTIFICATION AND LICENSES**

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 *et seq.* and within the professional scope of practice of each provider's license, certification and/or credential. A current copy of CONTRACTOR's nonpublic school/agency certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired,

revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Master Contract.

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

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

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

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

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

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

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

The term of this Master Contract shall be from July 1, 2020 to June 30, 2021 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2020. In the event the contract is not renegotiated by June 30<sup>th</sup>, an interim contract may be entered into as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.



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

## **5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION**

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

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

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

## **6. INDIVIDUAL SERVICES AGREEMENT ("ISA")**

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

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

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

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

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

## 7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents and employees.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for nonpublic school/agencies. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for the contract, unless otherwise specified in the contract.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. The term “qualified” means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (r)).

- e. The term “license” means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional

organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).

- f. "Parent" means:
- i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
  - ii. a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child,
  - iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare,
  - iv. a surrogate parent,
  - v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

- g. The term "days" means calendar days unless otherwise specified.
- h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term "Master Contract" also means "Agreement" and is referred to as such in this document.

## **ADMINISTRATION OF CONTRACT**

### **8. NOTICES**

All notices provided for by this contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of the Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

### **9. MAINTENANCE OF RECORDS**

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code

of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications by-laws; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the student's record. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, and reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

#### **10. SEVERABILITY CLAUSE**

If any provision of this agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

#### **11. SUCCESSORS IN INTEREST**

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

#### **12. VENUE AND GOVERNING LAW**

The laws of the State of California shall govern the terms and conditions of this contract with venue in the County where the LEA is located.

**13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES**

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide the LEA and/or CONTRACTOR thirty (30) days’ notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

**14. TERMINATION**

This Master Contract or Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

**15. INSURANCE**

CONTRACTOR shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

**PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES**

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

- \$2,000,000 per occurrence
- \$ 500,000 fire damage
- \$ 5,000 medical expenses
- \$1,000,000 personal & adv. Injury
- \$3,000,000 general aggregate
- \$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR’s policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers’ Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.

- C. **Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a \$1 million combined single limit.

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

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

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

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

- E. CONTRACTOR, upon execution of this contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

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

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

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

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

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

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

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

## 16. INDEMNIFICATION AND HOLD HARMLESS

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

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

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

**17. INDEPENDENT CONTRACTOR**

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

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

**18. SUBCONTRACTING**

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

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

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

**19. CONFLICTS OF INTEREST**

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of



interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

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

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

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

## **20. NON-DISCRIMINATION**

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

## **EDUCATIONAL PROGRAM**

### **21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)**

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

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

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

Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student's receipt of special education and/or related services as specified in the student's IEP and ISA unless the LEA, CONTRACTOR, and PARENT agree otherwise in writing.

## **22. GENERAL PROGRAM OF INSTRUCTION**

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.*, and shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations.

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and predictors and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the nonpublic school: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

When CONTRACTOR serves students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a licensed children's institution, all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. Licensed Children's Institution (LCI) CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

### **23. INSTRUCTIONAL MINUTES**

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and pass time shall be at the same level that Ed. Code prescribes for the LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to students attending LEA schools in like grade level unless otherwise specified in the student's IEP.

When CONTRACTOR is a nonpublic agency and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the student's ISA developed in accordance with the student's IEP.

### **24. CLASS SIZE**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of

that school, the nonpublic school shall develop a plan to assure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and the LEA may agree to one 30 school day period per contract year where class size may be increased to assure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a nonpublic agency.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

## **25. CALENDARS**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by the LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the students' IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her IEP Team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic school service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by the LEA.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic agency service provided by CONTRACTOR. Any instructional

days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

## **26. DATA REPORTING**

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide data related to all sections of this contract, including student discipline as noted below, and requested by and in the format required by the LEA. It is understood that all nonpublic school and agencies shall utilize the LEA approved electronic IEP system for all IEP development, service tracking documentation, and progress reporting, unless otherwise agreed to by the LEA. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

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

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

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

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

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

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

## **28. STATEWIDE ACHIEVEMENT TESTING**

When CONTRACTOR is a nonpublic school, per implementation of Senate Bill 484, CONTRACTOR shall administer all Statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, , the English Language Proficiency Assessments for California ("ELPAC"), and as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR'S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

## **29. MANDATED ATTENDANCE AT LEA MEETINGS**

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, and standardized testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

## **30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS**

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

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

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

CONTRACTOR shall complete a behavior emergency report when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies

**require** a behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a Behavior Intervention Plan ("BIP") or Positive Behavior Intervention Plan ("PBIP"), an IEP team shall schedule a meeting to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following: (1) Any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock (2) An intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual. (3) An intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities. (4) An intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma. (5) Restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention. (6) Locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room. (7) An intervention that precludes adequate supervision of the individual. (8) An intervention that deprives the individual of one or more of his or her senses. (b) In the case of a child whose behavior impedes the child's learning or that of others, the individualized education program team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

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

### **31. STUDENT DISCIPLINE**

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

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to

participate in a manifestation determination at an IEP meeting no later than the tenth (10<sup>th</sup>) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

### **32. IEP TEAM MEETINGS**

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

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

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

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

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

CONTRACTOR shall comply with LEA surrogate parent assignments. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756*. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the



educational liaison for foster children. When a pupil in foster care is enrolled in a nonpublic school by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

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

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

#### **35. COMPLAINT PROCEDURES**

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

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

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

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

CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its

reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

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

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

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

### **37. TRANSCRIPTS**

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

### **38. STUDENT CHANGE OF RESIDENCE**

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

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

### **39. WITHDRAWAL OF STUDENT FROM PROGRAM**

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

**40. PARENT ACCESS**

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

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

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

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

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

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

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

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

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

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

#### **42. STATE MEAL MANDATE**

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

#### **43. MONITORING**

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

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

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

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

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA and CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the nonpublic school, compliance

with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

## **PERSONNEL**

### **44. CLEARANCE REQUIREMENTS**

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

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

### **45. STAFF QUALIFICATIONS**

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(y), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).

When CONTRACTOR is a nonpublic school, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

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

#### **46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS**

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within forty-five (45) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

**47. STAFF ABSENCE**

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

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

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR.

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic school or agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and district policy. Such policies and procedures shall be made available to the CONTRACTOR upon request. It is understood that the public school credentialed classroom teacher is responsible for the instructional program.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

**HEALTH AND SAFETY MANDATES**

**49. HEALTH AND SAFETY**

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.*, 49406, and Health and Safety Code Section 3454(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR

further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

**50. FACILITIES AND FACILITIES MODIFICATIONS**

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

**51. ADMINISTRATION OF MEDICATION**

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

**52. INCIDENT/ACCIDENT REPORTING**

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

**53. CHILD ABUSE REPORTING**

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.



**54. SEXUAL HARASSMENT**

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

**55. REPORTING OF MISSING CHILDREN**

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

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

CONTRACTOR shall assure that the school or agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA in the LEA Procedures. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication

of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 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 of residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

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

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

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

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

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

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

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

## **58. PAYMENT FROM OUTSIDE AGENCIES**

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

## **59. PAYMENT FOR ABSENCES**

### NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class

during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

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

#### NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (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 nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

#### NONPUBLIC AGENCY STUDENT ABSENCE

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

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

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

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

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

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

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

## **61. INSPECTION AND AUDIT**

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

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit

by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

**62. RATE SCHEDULE**

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as noted in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

**63. DEBARMENT CERTIFICATION**

By signing this agreement, the CONTRACTOR certifies that:

- (a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1<sup>st</sup> day of July, 2020 and terminates at 5:00 P.M. on June 30, 2021, unless sooner terminated as provided herein.

**CONTRACTOR**

**LEA**

**Seneca Family of Agencies**

**Lighthouse Community Charter School &  
Lighthouse Community Charter High School**

**Nonpublic School/Agency**

**LEA Name**

By: \_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Signature Date

**Janet Briggs, CFO**

**Brandon Paige, Director of Finance**

\_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Name and Title of Authorized Representative

**Notices to CONTRACTOR shall be addressed to:**  
Karissa Lockhart, Contract Analyst

**Notices to LEA shall be addressed to:**  
Brandon Paige, Director of Finance

<b>Name and Title</b> Seneca Family of Agencies	<b>Name and Title</b> Lighthouse Community Public Schools
<b>Nonpublic School/Agency/Related Service Provider</b>  <b>8945 Golf Links Road</b>	<b>LEA</b>  433 Hegenberger Road, Suite 201
<b>Address</b> Oakland, CA 94605	<b>Address</b> Oakland, CA 94621
<b>City</b> <b>State</b> <b>Zip</b> (510) 248-9910                      (510) 317-1443	<b>City</b> <b>State</b> <b>Zip</b> 510-473-8809
<b>Phone</b> <b>Fax</b> contracts@senecacenter.org	<b>Phone</b> <b>Fax</b> Brandon.paige@lighthousecharter.org
<b>Email</b>	<b>Email</b>

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

Shannon Wheatley, CAO

\_\_\_\_\_  
**Name and Title**  
Same as above

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**City**                      **State**                      **Zip**

\_\_\_\_\_  
**Phone**                      **Fax**  
Shanon.wheatley@lighthousecharter.org

\_\_\_\_\_  
**Email**

**EXHIBIT A: 2020-2021 RATES**

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Seneca Family of Agencies

The CONTRACTOR CDS NUMBER: 9900274

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: \_\_\_\_\_

**Maximum Comprehensive Budget: \$485,540 (see attached budget)**

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

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

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	_____	_____
<u>Language and Speech (415)</u>	_____	_____
<u>Adapted Physical Education (425)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care (435)</u>	_____	_____
<u>Health and Nursing: Other Services (436)</u>	_____	_____
<u>Assistive Technology Services (445)</u>	_____	_____
<u>Occupational Therapy (450)</u>	_____	_____
<u>Physical Therapy (460)</u>	_____	_____
<u>Individual Counseling (510)</u>	_____	_____
<u>Counseling and Guidance (515)</u>	_____	_____
<u>Parent Counseling (520)</u>	_____	_____
<u>Social Work Services (525)</u>	_____	_____
<u>Psychological Services (530)</u>	_____	_____
<u>Behavior Intervention Services (535)</u>	_____	_____

SEE ATTACHED RATE SHEET



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

SEE ATTACHED RATE SHEET

**Service Types**

**Comprehensive Services** are supports and services captured in the annual budget. Comprehensive services are generally onsite staffing services, and related leadership, operations, and allocable cost for staff allocated to a school site at least 0.2 FTE on an ongoing basis throughout the year.

For these costs, schools will receive an invoice at the end of each month that reflect actual costs incurred. Invoices will reflect either Special or General Education and will be divided into the following categories:

- Site staffing (by position)
- Coaching and supervision
- Operations
- Sub Contract Services (if applicable)
- Allocable

**Services as Needed (SANS)** are generally supports and services that are provided on an as needed basis, or for fewer than 8 hours per week. Approval must be received in writing prior to commencement of services.

**Monthly Billing and Cost Adjustments**

Invoices will be sent monthly. Any delayed costs and/or mis-allocations will be adjusted in the subsequent month.

**Cost Reconciliation**

An amount equal to 10% of the total contract is built into the maximum contract cap as an available contingency fund in the event costs exceed those projected. At year end, all costs will be reconciled to the amount invoiced. Should surplus funds be available, Seneca will retain up to 2% of the total contract, not to exceed the contract total, as a contribution to the agency's prudent reserve. In the event that costs exceed projections for agreed upon services, including the contingency fund, those costs over the contract will be absorbed by Seneca.

**Revisions and Changes in Service**

**Comprehensive Services** revisions identified after the start of the contract year, will be documented in a written amendment and service rate and maximum contract cap will be prorated based on the remaining service year.

**Partnership Staffing**

Our work as partners represents our shared commitment to improving educational opportunity for those who have traditionally been excluded. We recognize that our staff are our greatest asset in our ability to make a substantial contribution to the students, families, schools and communities we serve. To deliver the highest quality services to our school/district partners, we make a substantial upfront and ongoing investment to building the knowledge, skills, and professional practice of each of our staff. We have developed pipeline programs to identify, recruit and train talented individuals into areas facing critical staffing shortages across the state and operate our Institute for Advanced Practice to provide ongoing training on best practice in the fields of special education and mental health. We believe that this commitment to quality is, in part, what has drawn you to choose us as partners in this work.

To ensure our ongoing capacity to provide high quality services to our school/district partners, we rely on the retention of the staff in whom we have invested. As such, during the term of this Agreement and for one year following the termination of this Agreement, we ask that school/district partners not hire, nor solicit for hire, either directly or indirectly, any of Seneca's employees or contractors who have rendered services to the school on behalf of this Agreement. As your partners, Seneca will not solicit any staff member who is a collaborator under this agreement. On rare occasions it may be that Seneca and the District will agree to transfer the employment of a particular staff to the other entity. In this type of situation, the transfer will occur as an exception, and only through the development of a written agreement.

**Data Sharing**

**Purpose** - In our work with students and families, Seneca family of agencies uses a number of data platforms to track the provision of school-wide and student services, service-related goals, and goal progress. The overall goal of our data-informed practices is to determine the effectiveness of the academic, behavioral, and clinical services provided by Seneca and to receive ongoing data-based feedback throughout the year on the student's individual and group plans. The data tracked will be used to support service decisions aimed at improving students' academic achievement and engagement, decreasing problem behavior and discipline issues, and improving social-emotional wellness, school climate, and parent engagement.

**Scope and Data Elements** - Seneca will access and import following data sets for all enrolled students into the appropriate databases for service and progress tracking purposes: School Name, School ID, Student ID (SSID), State Student ID, Last Name, First Name, Middle Name, Date of Birth, Gender, Grade, Teacher, Race/Ethnicity, ELL status, Home Language, and Special Education Status.

**Transfer of Data** - The School/District and Seneca shall use a secure, mutually agreed upon means and schedule for transferring confidential information.

**Contractor Responsibilities**

1. Seneca acknowledges that these data are confidential data and proprietary to the school/district, and agree to protect such information from unauthorized disclosures and to comply with all applicable District, Local, State and Federal confidentiality laws and regulations including but not limited to the California Education Code and the Family Education Rights and Privacy Act (FERPA).
2. Seneca/ION will use appropriate safeguards to prevent the use or disclosure of the information other than as provided by this data use agreement.
3. Seneca/ION shall not re-disclose any individual-level data with or without identifying information to any other requesting individuals, agencies, or organizations without prior written authorization from the school/district.
4. Seneca/ION shall keep all information furnished by the school/district in space physically and electronically secure from unauthorized access. Information and data shall be stored and processed in a way that unauthorized persons cannot retrieve nor alter the information by means of a computer, remote terminal, or other means.

**2020 NPA SPECIAL EDUCATION AND RELATED FEES**

Seneca Family of Agencies

7/1/2020

NPA Name

Date

State the fees charged for each related service identified on the NPA01 worksheet.

Services and Related Services	Service Abbreviation	Fees			Time Allotment (i.e. per hour, day, or month?)
		Individual	Group	Consult	
Adapted Physical Education	APE				
Assistive Technology Services	ATS	\$155.00	See ind	See ind	Hour
Audiological Services	AS	\$155.00	See ind	See ind	Hour
Behavior Intervention – Design or Planning	BID	\$145.00	See ind	See ind	Hour
Behavior Intervention - Implementation	BII	\$95.00	See ind	See ind	Hour
Counseling and Guidance Services	CG	\$145.00	See ind	See ind	Hour
Early Education Programs for Children with Disabilities	EE				
Health and Nursing Services	HNS	\$175.00	See ind	See ind	Hour
Language and Speech Development and Remediation	LSDR	\$155 SLP/\$135 SLPA	See ind	See ind	Hour
Music Therapy	MT				
Non-Medical Care & Room and Board	NMCRB				
Occupational Therapy Services	OT	\$155.00	See ind	See ind	Hour
Orientation and Mobility Instruction	OM	\$155.00	See ind	See ind	Hour
Parent Counseling and Training	PCT	\$145.00	See ind	See ind	Hour
Physical Therapy Services	PT				
Psychological Services Other Than Assessment and IEP Development	PS	\$165.00	See ind	See ind	Hour
Recreation Services	RS				
Social Worker Services	SW	\$145.00	See ind	See ind	Hour
Specialized Driver Training Instruction	SDTI				
Specialized Services for Low Incidence <i>(Identify Service)</i>	LI	\$155.00	See ind	See ind	Hour
Specially Designed Vocational Education and Career Development	VECD				
Transcriber Services	TS				
Vision Services	VS	\$155.00	See ind	See ind	Hour
Other <i>(Identify Licensed/Credentialed Service*)</i> :	OTH				

\* NOTE: A service listed in this section must have staff who possess a license issued by an entity within the Department of Consumer Affairs or state licensing office; or credential issued by the California Commission on Teacher Credentialing authorizing the service and must be included in section NPA04b of this application packet.

LIGHTHOUSE FY2020-2021				Date: 3.31.2020											
Unconditional Education Partnership				\$ 389,094											
Seneca Family of Agencies															
PERSONNEL: Seneca Site Based Staffing				SPED		ERMHS		General Ed		MediCal Base		TOTAL			
Position	Description	Staff Name	Annual Salary	FTE	Expense	FTE	Expense	FTE	Expense	FTE	Expense	FTE	Expense	Seneca Contract	Cost to School
Clinical Intervention Specialist	Provides ind/group counseling ser	Kate Kenealy	\$ 92,191	0.00	\$ -	0.00	\$ -	0.00	\$ -	1.00	\$ 92,191	1.00	\$ 92,191	\$ -	\$ -
Clinical Intervention Specialist	Provides ind/group counseling ser	Anna Lisa Johannsdottir	\$ 85,995	0.00	\$ -	0.00	\$ -	0.00	\$ -	1.00	\$ 85,995	1.00	\$ 85,995	\$ -	\$ -
Clinical Intervention Specialist	Provides ind/group counseling ser	Adivi Uttarwar	\$ 63,000	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.50	\$ 31,500	0.50	\$ 31,500	\$ -	\$ -
Speech-Language Pathologist	Provides SPED or Tier 2 services, c	Claudia Martinez	\$ 66,150	1.00	\$ 66,150	0.00	\$ -	0.00	\$ -	0.00	\$ -	1.00	\$ 66,150	\$ 66,150	\$ 66,150
Occupational Therapist	Provides SPED or Tier 2 services, c	Mollie Roark	\$ 79,275	0.20	\$ 15,855	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.20	\$ 15,855	\$ 15,855	\$ 15,855
Psychologist	Completes educational assessmer.	Mercedes Hudson	\$ 91,100	1.00	\$ 91,100	0.00	\$ -	0.00	\$ -	0.00	\$ -	1.00	\$ 91,100	\$ 91,100	\$ 91,100
	#N/A			0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	\$ -
	#N/A			0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	\$ -
	#N/A			0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	\$ -
	#N/A			0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	\$ -
	#N/A			0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	\$ -
	#N/A			0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	\$ -
	#N/A			0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	\$ -
Total Salaries					\$ 173,105		\$ -		\$ -		\$ 209,686		\$ 382,791	\$ 173,105	\$ 173,105
Benefits @	26%				\$ 45,007		\$ -		\$ -		\$ 54,518		\$ 99,526	\$ 45,007	\$ 45,007
<b>TOTAL</b>				<b>2.20</b>	<b>\$ 218,112</b>	<b>0.00</b>	<b>\$ -</b>	<b>0.00</b>	<b>\$ -</b>	<b>2.50</b>	<b>\$ 264,205</b>	<b>4.70</b>	<b>\$ 482,317</b>	<b>\$ 218,112</b>	<b>\$ 218,112</b>
PERSONNEL: Seneca Coaching and Supervision				SPED		ERMHS		General Ed		MediCal Base		TOTAL			
Position	Description	Staff Name	Annual Salary	FTE	Expense	FTE	Expense	FTE	Expense	FTE	Expense	FTE	Expense	Seneca Contract	Cost to School
Director of School Partnerships	Oversee total program,	Toshia Mears	\$ 121,000	0.23	\$ 27,830	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.23	\$ 27,830	\$ 27,830	\$ 27,830
Clinical Supervisor	Supervise CISs, oversees clinical	Emily Marsh	\$ 122,466	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.25	\$ 30,616	0.25	\$ 30,616	\$ -	\$ -
Clinical Case Assistant	Monitor Medi-cal	TBD	\$ 45,760	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.25	\$ 11,440	0.25	\$ 11,440	\$ -	\$ -
Program Assistant	Provides operational support to sc	TBD	\$ 48,000	0.05	\$ 2,400	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.05	\$ 2,400	\$ 2,400	\$ 2,400
	#N/A			0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	\$ -
	#N/A			0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	\$ -
	#N/A			0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	\$ -
Total Salaries				0.28	\$ 30,230	0.00	\$ -	0.00	\$ -	0.50	\$ 42,056	0.78	\$ 72,286	\$ 30,230	\$ 30,230
UE Home Office Support	7% site and leadership salaries			0.19	\$ 14,233	0.00	\$ -	0.00	\$ -	0.23	\$ 17,622	0.42	\$ 31,855	\$ 14,233	\$ 14,233
Benefits @	26%				\$ 11,560		\$ -		\$ -		\$ 15,516		\$ 27,077	\$ 11,560	\$ 11,560
<b>TOTAL</b>				<b>0.47</b>	<b>\$ 56,024</b>	<b>0.00</b>	<b>\$ -</b>	<b>0.00</b>	<b>\$ -</b>	<b>0.73</b>	<b>\$ 75,195</b>	<b>1.20</b>	<b>\$ 131,219</b>	<b>\$ 56,024</b>	<b>\$ 56,024</b>
PERSONNEL: Sub contracted services				SPED		ERMHS		General Ed		MediCal Base		TOTAL			
Position	Description	Staff Name	Annual Expense	FTE	Expense	FTE	Expense	FTE	Expense	FTE	Expense	FTE	Expense	Seneca Contract	Cost to School
Translation and Interpretation	To provide documents and services in the preferred language of s		\$ 23,000	0.00	\$ 23,000	0.00	\$ -	0.00	\$ -	0.00	\$ -		\$ 23,000	\$ 23,000	\$ 23,000
Speech & Language Pathologist	Supervisor for speech and language providers - 16hrs/wk	LaTisha		0.40	\$ 72,960	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.40	\$ 72,960	\$ 72,960	\$ 72,960
Clinical Intern	Completing clinical internship as a part of a University program			0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	\$ -
<b>TOTAL</b>				<b>0.40</b>	<b>\$ 95,960</b>	<b>0.00</b>	<b>\$ -</b>	<b>0.00</b>	<b>\$ -</b>	<b>0.00</b>	<b>\$ -</b>		<b>\$ 95,960</b>	<b>\$ 95,960</b>	<b>\$ 95,960</b>
<b>PERSONNEL TOTAL</b>				<b>3.07</b>	<b>\$ 370,096</b>	<b>0.00</b>	<b>\$ -</b>	<b>0.00</b>	<b>\$ -</b>	<b>3.23</b>	<b>\$ 339,400</b>	<b>6.30</b>	<b>\$ 709,496</b>	<b>\$ 370,096</b>	<b>\$ 370,096</b>
OPERATIONS				SPED		ERMHS		General Ed		MediCal Base		TOTAL			
Expense	Description	per FTE		FTE	Expense	FTE	Expense	FTE	Expense	FTE	Expense	FTE	Expense	Seneca Contract	Cost to School
Site Staff Operations	see Operations worksheet	5,600		2.60	\$ 14,560	0.00	\$ -	0.00	\$ -	2.50	\$ 14,000	5.10	\$ 28,560	\$ 14,560	\$ 14,560
Leadership Operations	see Operations worksheet	5,400		0.47	\$ 2,537	0.00	\$ -	0.00	\$ -	0.73	\$ 3,969	1.20	\$ 6,506	\$ 2,537	\$ 2,537
<b>OPERATIONS TOTAL</b>					<b>\$ 17,097</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ 17,969</b>		<b>\$ 35,066</b>	<b>\$ 17,097</b>	<b>\$ 17,097</b>
<b>TOTAL DIRECT COSTS</b>					\$ 387,193		\$ -		\$ -		\$ 357,368		\$ 744,561	\$ 387,193	\$ 387,193
Allocable Cost @	Broad Seneca agency functions	14%			\$ 54,207		\$ -		\$ -		\$ 50,032		\$ 104,239	\$ 54,207	\$ 54,207
<b>TOTAL COST</b>					<b>\$ 441,400</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ 407,400</b>		<b>\$ 848,800</b>	<b>\$ 441,400</b>	<b>\$ 441,400</b>
													10% Contingency:	\$ 44,140	
													Maximum Comprehensive Budget:	\$ 485,540	

**SITE BASED STAFF OPERATIONS**

		PER FTE	PER SITE
<b>PROGRAM SUPPORT</b>			
OFFICE & PROGRAM SUPPLY			
	office supplies <i>The basics - pens, paper, ink, markers, and other consumable materials</i>	500	
	program supply <i>The bigger things - organizational materials, space set up, furniture</i>	1000	
	staff support <i>Staff appreciations, food at meetings</i>	250	
TELEPHONE	<i>Hardware and service plans</i>	850	
CONF & TRAIN, IN-SERVICE TRAIN, SUBSC/DUES/MEMB	<i>New hire training, external trainings, conferences</i>	1000	
MILEAGE, TRAVEL, & VEHICLE	<i>Reimbursement at IRS approved rate</i>	200	
STAFF RECRUITMENT	<i>For online and in person recruitment of applicants</i>	300	
<b>OCCUPANCY - BUILDING &amp; EXPENDABLE EQUIPMENT</b>	<i>Computers, printers, and other technology</i>	500	
<b>CHILD &amp; FAMILY</b>			
	<i>Materials to provide interventions (curriculum, materials for group activities, individual incentives, etc.), school or family engagement activities (including snacks/food for partner staff, families or students)</i>		
CLASSROOM & TREATMENT SUPPLY		1000	
<b>TOTAL</b>		<b>5600</b>	

**LEADERSHIP OPERATIONS**

		PER FTE	PER SITE
<b>PROGRAM SUPPORT</b>			
OFFICE & PROGRAM SUPPLY			
	office supplies <i>The basics - pens, paper, ink, markers, and other consumable materials</i>	250	
	program supply <i>The bigger things - organizational materials, space set up, furniture</i>	750	
	staff support <i>Staff appreciations, food at meetings</i>	250	
TELEPHONE	<i>Hardware and service plans</i>	850	
CONF & TRAIN, IN-SERVICE TRAIN, SUBSC/DUES/MEMB	<i>New hire training, external trainings, conferences</i>	500	
MILEAGE, TRAVEL, & VEHICLE	<i>Reimbursement at IRS approved rate</i>	2000	
STAFF RECRUITMENT	<i>For online and in person recruitment of applicants</i>	300	
<b>OCCUPANCY - BUILDING &amp; EXPENDABLE EQUIPMENT</b>	<i>Computers, printers, and other technology</i>	500	
<b>CHILD &amp; FAMILY</b>			
CLASSROOM & TREATMENT SUPPLY	<i>activities, individual incentives, etc.), school or family engagement</i>	0	
<b>TOTAL</b>		<b>5400</b>	

*NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES*

**Master Contract**

***2020-2021***

# Master Contract

## GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA \_\_\_\_\_ LODESTAR \_\_\_\_\_

Contract Year 2020-2021

\_\_\_\_\_ Nonpublic School

X 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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**2020-2021**

**CONTRACT NUMBER:**

**LOCAL EDUCATION AGENCY: Lodestar**

**NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: Seneca Family of Agencies**

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

### **AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

#### **1. MASTER CONTRACT**

This Master Contract (or "Agreement") is entered into on July 1, 2020, between Lodestar, hereinafter referred to as the local educational agency ("LEA"), a member of the El Dorado Charter SELPA and Seneca Family of Agencies (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as "ISA"). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all services specified in the student's Individualized Education Plan (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of a student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for ISA developing including invoicing.

Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the student's parent.

#### **2. CERTIFICATION AND LICENSES**

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 *et seq.* and within the professional scope of practice of each provider's license, certification and/or credential. A current copy of CONTRACTOR's nonpublic school/agency certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total

student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Master Contract.

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

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

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

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

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

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

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

The term of this Master Contract shall be from July 1, 2020 to June 30, 2021 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2020. In the event the contract is not renegotiated by June 30<sup>th</sup>, an interim contract may be entered into as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

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

## **5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION**

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

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

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

## **6. INDIVIDUAL SERVICES AGREEMENT ("ISA")**

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

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

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

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

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

## 7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents and employees.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for nonpublic school/agencies. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for the contract, unless otherwise specified in the contract.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. The term “qualified” means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (r)).

- e. The term “license” means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that

are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).

- f. "Parent" means:
- i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
  - ii. a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child,
  - iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare,
  - iv. a surrogate parent,
  - v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

- g. The term "days" means calendar days unless otherwise specified.
- h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term "Master Contract" also means "Agreement" and is referred to as such in this document.

## **ADMINISTRATION OF CONTRACT**

### **8. NOTICES**

All notices provided for by this contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of the Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

### **9. MAINTENANCE OF RECORDS**

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily



service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications by-laws; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the student's record. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, and reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

#### **10. SEVERABILITY CLAUSE**

If any provision of this agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

#### **11. SUCCESSORS IN INTEREST**

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

#### **12. VENUE AND GOVERNING LAW**

The laws of the State of California shall govern the terms and conditions of this contract with venue in the County where the LEA is located.

**13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES**

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide the LEA and/or CONTRACTOR thirty (30) days’ notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

**14. TERMINATION**

This Master Contract or Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

**15. INSURANCE**

CONTRACTOR shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

**PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES**

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

- \$2,000,000 per occurrence
- \$ 500,000 fire damage
- \$ 5,000 medical expenses
- \$1,000,000 personal & adv. Injury
- \$3,000,000 general aggregate
- \$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR’s policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers’ Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.

- C. **Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a \$1 million combined single limit.

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

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

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

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

- E. CONTRACTOR, upon execution of this contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

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

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

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

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

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

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

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

## 16. INDEMNIFICATION AND HOLD HARMLESS

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

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

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

#### **17. INDEPENDENT CONTRACTOR**

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

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

#### **18. SUBCONTRACTING**

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

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

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

#### **19. CONFLICTS OF INTEREST**

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of

interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

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

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

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

## **20. NON-DISCRIMINATION**

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

## **EDUCATIONAL PROGRAM**

### **21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)**

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

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

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

Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student's receipt of special education and/or related services as specified in the student's IEP and ISA unless the LEA, CONTRACTOR, and PARENT agree otherwise in writing.

## **22. GENERAL PROGRAM OF INSTRUCTION**

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.*, and shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations.

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and predictors and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the nonpublic school: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

When CONTRACTOR serves students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a licensed children's institution, all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. Licensed Children's Institution (LCI) CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

### **23. INSTRUCTIONAL MINUTES**

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and pass time shall be at the same level that Ed. Code prescribes for the LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to students attending LEA schools in like grade level unless otherwise specified in the student's IEP.

When CONTRACTOR is a nonpublic agency and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the student's ISA developed in accordance with the student's IEP.

### **24. CLASS SIZE**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of



that school, the nonpublic school shall develop a plan to assure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and the LEA may agree to one 30 school day period per contract year where class size may be increased to assure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a nonpublic agency.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

## **25. CALENDARS**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by the LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the students' IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her IEP Team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic school service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by the LEA.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic agency service provided by CONTRACTOR. Any instructional

days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

## **26. DATA REPORTING**

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide data related to all sections of this contract, including student discipline as noted below, and requested by and in the format required by the LEA. It is understood that all nonpublic school and agencies shall utilize the LEA approved electronic IEP system for all IEP development, service tracking documentation, and progress reporting, unless otherwise agreed to by the LEA. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

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

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

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

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

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

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

## **28. STATEWIDE ACHIEVEMENT TESTING**

When CONTRACTOR is a nonpublic school, per implementation of Senate Bill 484, CONTRACTOR shall administer all Statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, , the English Language Proficiency Assessments for California ("ELPAC"), and as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR'S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

## **29. MANDATED ATTENDANCE AT LEA MEETINGS**

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, and standardized testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

## **30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS**

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

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

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

CONTRACTOR shall complete a behavior emergency report when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies

**require** a behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a Behavior Intervention Plan ("BIP") or Positive Behavior Intervention Plan ("PBIP"), an IEP team shall schedule a meeting to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following: (1) Any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock (2) An intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual. (3) An intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities. (4) An intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma. (5) Restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention. (6) Locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room. (7) An intervention that precludes adequate supervision of the individual. (8) An intervention that deprives the individual of one or more of his or her senses. (b) In the case of a child whose behavior impedes the child's learning or that of others, the individualized education program team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

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

### **31. STUDENT DISCIPLINE**

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

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to

participate in a manifestation determination at an IEP meeting no later than the tenth (10<sup>th</sup>) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

### **32. IEP TEAM MEETINGS**

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

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

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

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

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

CONTRACTOR shall comply with LEA surrogate parent assignments. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756*. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the

educational liaison for foster children. When a pupil in foster care is enrolled in a nonpublic school by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

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

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

#### **35. COMPLAINT PROCEDURES**

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

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

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

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

CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its

reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

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

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

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

### **37. TRANSCRIPTS**

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

### **38. STUDENT CHANGE OF RESIDENCE**

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

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

### **39. WITHDRAWAL OF STUDENT FROM PROGRAM**

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

**40. PARENT ACCESS**

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

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

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

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

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

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

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

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



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

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

#### **42. STATE MEAL MANDATE**

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

#### **43. MONITORING**

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

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

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

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

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA and CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the nonpublic school, compliance

with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

## **PERSONNEL**

### **44. CLEARANCE REQUIREMENTS**

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

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

### **45. STAFF QUALIFICATIONS**

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(y), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).

When CONTRACTOR is a nonpublic school, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

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

#### **46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS**

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within forty-five (45) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

**47. STAFF ABSENCE**

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

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

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR.

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic school or agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and district policy. Such policies and procedures shall be made available to the CONTRACTOR upon request. It is understood that the public school credentialed classroom teacher is responsible for the instructional program.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

**HEALTH AND SAFETY MANDATES**

**49. HEALTH AND SAFETY**

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.*, 49406, and Health and Safety Code Section 3454(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR

further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

#### **50. FACILITIES AND FACILITIES MODIFICATIONS**

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

#### **51. ADMINISTRATION OF MEDICATION**

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

#### **52. INCIDENT/ACCIDENT REPORTING**

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

#### **53. CHILD ABUSE REPORTING**

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

**54. SEXUAL HARASSMENT**

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

**55. REPORTING OF MISSING CHILDREN**

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

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

CONTRACTOR shall assure that the school or agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA in the LEA Procedures. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication

of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 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 of residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

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

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

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

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

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

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

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

## **58. PAYMENT FROM OUTSIDE AGENCIES**

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

## **59. PAYMENT FOR ABSENCES**

### NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class



during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

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

#### NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (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 nonpublic agency and CONTRACTOR’s service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR’s service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of “make-up” services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not “bank” or “carry over” make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

#### NONPUBLIC AGENCY STUDENT ABSENCE

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

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

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

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

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

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

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

## **61. INSPECTION AND AUDIT**

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

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit

by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

## **62. RATE SCHEDULE**

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as noted in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

## **63. DEBARMENT CERTIFICATION**

By signing this agreement, the CONTRACTOR certifies that:

- (a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.



**EXHIBIT A: 2020-2021 RATES**

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Seneca Family of Agencies

The CONTRACTOR CDS NUMBER: 9900274

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: \_\_\_\_\_

**Maximum Comprehensive Budget: \$672,133 (see attached budget)**

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

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

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	_____	_____
<u>Language and Speech (415)</u>	_____	_____
<u>Adapted Physical Education (425)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care (435)</u>	_____	_____
<u>Health and Nursing: Other Services (436)</u>	_____	_____
<u>Assistive Technology Services (445)</u>	_____	_____
<u>Occupational Therapy (450)</u>	_____	_____
<u>Physical Therapy (460)</u>	_____	_____
<u>Individual Counseling (510)</u>	_____	_____
<u>Counseling and Guidance (515)</u>	_____	_____
<u>Parent Counseling (520)</u>	_____	_____
<u>Social Work Services (525)</u>	_____	_____
<u>Psychological Services (530)</u>	_____	_____
<u>Behavior Intervention Services (535)</u>	_____	_____

SEE ATTACHED RATE SHEET

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

SEE ATTACHED RATE SHEET

**Service Types**

**Comprehensive Services** are supports and services captured in the annual budget. Comprehensive services are generally onsite staffing services, and related leadership, operations, and allocable cost for staff allocated to a school site at least 0.2 FTE on an ongoing basis throughout the year.

For these costs, schools will receive an invoice at the end of each month that reflect actual costs incurred. Invoices will reflect either Special or General Education and will be divided into the following categories:

- Site staffing (by position)
- Coaching and supervision
- Operations
- Sub Contract Services (if applicable)
- Allocable

**Services as Needed (SANS)** are generally supports and services that are provided on an as needed basis, or for fewer than 8 hours per week. Approval must be received in writing prior to commencement of services.

**Monthly Billing and Cost Adjustments**

Invoices will be sent monthly. Any delayed costs and/or mis-allocations will be adjusted in the subsequent month.

**Cost Reconciliation**

An amount equal to 10% of the total contract is built into the maximum contract cap as an available contingency fund in the event costs exceed those projected. At year end, all costs will be reconciled to the amount invoiced. Should surplus funds be available, Seneca will retain up to 2% of the total contract, not to exceed the contract total, as a contribution to the agency's prudent reserve. In the event that costs exceed projections for agreed upon services, including the contingency fund, those costs over the contract will be absorbed by Seneca.

**Revisions and Changes in Service**

**Comprehensive Services** revisions identified after the start of the contract year, will be documented in a written amendment and service rate and maximum contract cap will be prorated based on the remaining service year.

**Partnership Staffing**

Our work as partners represents our shared commitment to improving educational opportunity for those who have traditionally been excluded. We recognize that our staff are our greatest asset in our ability to make a substantial contribution to the students, families, schools and communities we serve. To deliver the highest quality services to our school/district partners, we make a substantial upfront and ongoing investment to building the knowledge, skills, and professional practice of each of our staff. We have developed pipeline programs to identify, recruit and train talented individuals into areas facing critical staffing shortages across the state and operate our Institute for Advanced Practice to provide ongoing training on best practice in the fields of special education and mental health. We believe that this commitment to quality is, in part, what has drawn you to choose us as partners in this work.

To ensure our ongoing capacity to provide high quality services to our school/district partners, we rely on the retention of the staff in whom we have invested. As such, during the term of this Agreement and for one year following the termination of this Agreement, we ask that school/district partners not hire, nor solicit for hire, either directly or indirectly, any of Seneca's employees or contractors who have rendered services to the school on behalf of this Agreement. As your partners, Seneca will not solicit any staff member who is a collaborator under this agreement. On rare occasions it may be that Seneca and the District will agree to transfer the employment of a particular staff to the other entity. In this type of situation, the transfer will occur as an exception, and only through the development of a written agreement.

**Data Sharing**

**Purpose** - In our work with students and families, Seneca family of agencies uses a number of data platforms to track the provision of school-wide and student services, service-related goals, and goal progress. The overall goal of our data-informed practices is to determine the effectiveness of the academic, behavioral, and clinical services provided by Seneca and to receive ongoing data-based feedback throughout the year on the student's individual and group plans. The data tracked will be used to support service decisions aimed at improving students' academic achievement and engagement, decreasing problem behavior and discipline issues, and improving social-emotional wellness, school climate, and parent engagement.

**Scope and Data Elements** - Seneca will access and import following data sets for all enrolled students into the appropriate databases for service and progress tracking purposes: School Name, School ID, Student ID (SSID), State Student ID, Last Name, First Name, Middle Name, Date of Birth, Gender, Grade, Teacher, Race/Ethnicity, ELL status, Home Language, and Special Education Status.

**Transfer of Data** - The School/District and Seneca shall use a secure, mutually agreed upon means and schedule for transferring confidential information.

**Contractor Responsibilities**

1. Seneca acknowledges that these data are confidential data and proprietary to the school/district, and agree to protect such information from unauthorized disclosures and to comply with all applicable District, Local, State and Federal confidentiality laws and regulations including but not limited to the California Education Code and the Family Education Rights and Privacy Act (FERPA).
2. Seneca/ION will use appropriate safeguards to prevent the use or disclosure of the information other than as provided by this data use agreement.
3. Seneca/ION shall not re-disclose any individual-level data with or without identifying information to any other requesting individuals, agencies, or organizations without prior written authorization from the school/district.
4. Seneca/ION shall keep all information furnished by the school/district in space physically and electronically secure from unauthorized access. Information and data shall be stored and processed in a way that unauthorized persons cannot retrieve nor alter the information by means of a computer, remote terminal, or other means.



**2020 NPA SPECIAL EDUCATION AND RELATED FEES**

Seneca Family of Agencies

7/1/2020

**NPA Name****Date**

State the fees charged for each related service identified on the NPA01 worksheet.

Services and Related Services	Service Abbreviation	Fees			Time Allotment (i.e. per hour, day, or month?)
		Individual	Group	Consult	
Adapted Physical Education	APE				
Assistive Technology Services	ATS	\$155.00	See ind	See ind	Hour
Audiological Services	AS	\$155.00	See ind	See ind	Hour
Behavior Intervention – Design or Planning	BID	\$145.00	See ind	See ind	Hour
Behavior Intervention - Implementation	BII	\$95.00	See ind	See ind	Hour
Counseling and Guidance Services	CG	\$145.00	See ind	See ind	Hour
Early Education Programs for Children with Disabilities	EE				
Health and Nursing Services	HNS	\$175.00	See ind	See ind	Hour
Language and Speech Development and Remediation	LSDR	\$155 SLP/\$135 SLPA	See ind	See ind	Hour
Music Therapy	MT				
Non-Medical Care & Room and Board	NMCRB				
Occupational Therapy Services	OT	\$155.00	See ind	See ind	Hour
Orientation and Mobility Instruction	OM	\$155.00	See ind	See ind	Hour
Parent Counseling and Training	PCT	\$145.00	See ind	See ind	Hour
Physical Therapy Services	PT				
Psychological Services Other Than Assessment and IEP Development	PS	\$165.00	See ind	See ind	Hour
Recreation Services	RS				
Social Worker Services	SW	\$145.00	See ind	See ind	Hour
Specialized Driver Training Instruction	SDTI				
Specialized Services for Low Incidence <i>(Identify Service)</i>	LI	\$155.00	See ind	See ind	Hour
Specially Designed Vocational Education and Career Development	VECD				
Transcriber Services	TS				
Vision Services	VS	\$155.00	See ind	See ind	Hour
Other <i>(Identify Licensed/Credentialed Service*)</i> :	OTH				

\* NOTE: A service listed in this section must have staff who possess a license issued by an entity within the Department of Consumer Affairs or state licensing office; or credential issued by the California Commission on Teacher Credentialing authorizing the service and must be included in section NPA04b of this application packet.

LODESTAR- FY2020-2021				Date: 3.31.2020									
Unconditional Education Partnership													
Seneca Family of Agencies													
PERSONNEL: Seneca Site Based Staffing				SPED		ERMHS		General Ed		TOTAL			
Position	Description	Staff Name	Annual Salary	FTE	Expense	FTE	Expense	FTE	Expense	FTE	Expense	Seneca Contract	Cost to School
Clinical Intervention Specialist	Provides ind/group counseling services, case m	Kristy Zhen	\$ 63,000	0.00	\$ -	0.00	\$ -	1.00	\$ 63,000	1.00	\$ 63,000	\$ 63,000	\$ 63,000
Clinical Intern	Completing clinical internship as a part of a Un	Nikki Lacy	\$ 54,000	0.00	\$ -	0.00	\$ -	1.00	\$ 54,000	1.00	\$ 54,000	\$ 54,000	\$ 54,000
Occupational Therapist	Provides SPED or Tier 2 services, consults with t	Mollie Roark	\$ 79,275	0.20	\$ 15,855	0.00	\$ -	0.00	\$ -	0.20	\$ 15,855	\$ 15,855	\$ 15,855
Psychologist	Completes educational assessments, consults v	Erika Maravilla	\$ 92,400	0.50	\$ 46,200	0.50	\$ 46,200	0.00	\$ -	1.00	\$ 92,400	\$ 92,400	\$ 92,400
Speech-Language Pathologist	Provides SPED or Tier 2 services, consults with t	TBD	\$ 61,000	0.60	\$ 36,600	0.00	\$ -	0.00	\$ -	0.60	\$ 36,600	\$ 36,600	\$ 36,600
	#N/A			0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	\$ -
	#N/A			0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	\$ -
	#N/A			0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	\$ -
	#N/A			0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	\$ -
	#N/A			0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	\$ -
	#N/A			0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	\$ -
	#N/A			0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	\$ -
	#N/A			0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	\$ -
Total Salaries			\$ 98,655		\$ 46,200		\$ 117,000		\$ 261,855		\$ 261,855	\$ 261,855	\$ 261,855
Benefits @	26%		\$ 25,650		\$ 12,012		\$ 30,420		\$ 68,082		\$ 68,082	\$ 68,082	\$ 68,082
<b>TOTAL</b>				<b>1.30</b>	<b>\$ 124,305</b>	<b>0.50</b>	<b>\$ 58,212</b>	<b>2.00</b>	<b>\$ 147,420</b>	<b>3.80</b>	<b>\$ 329,937</b>	<b>\$ 329,937</b>	<b>\$ 329,937</b>

PERSONNEL: Seneca Coaching and Supervision				SPED		ERMHS		General Ed		TOTAL			
Position	Description	Staff Name	Annual Salary	FTE	Expense	FTE	Expense	FTE	Expense	FTE	Expense	Seneca Contract	Cost to School
Director of School Partnerships	Oversee total program, responsible for	Toshia Mears	\$ 121,000	0.15	\$ 18,150	0.05	\$ 6,050	0.00	\$ -	0.20	\$ 24,200	\$ 24,200	\$ 24,200
Clinical Supervisor	Supervise CISs, oversees clinical medi-cal and	Emily Marsh	\$ 122,466	0.00	\$ -	0.05	\$ 6,123	0.20	\$ 24,493	0.25	\$ 30,616	\$ 30,616	\$ 30,616
Clinical Case Assistant	Maintains oversight of clinical documentation	TBD	\$ 45,760	0.00	\$ -	0.05	\$ 2,288	0.20	\$ 9,152	0.25	\$ 11,440	\$ 11,440	\$ 11,440
Program Assistant	Provides operational support to school team	TBD	\$ 48,000	0.05	\$ 2,400	0.00	\$ -	0.00	\$ -	0.05	\$ 2,400	\$ 2,400	\$ 2,400
	#N/A			0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	\$ -
	#N/A			0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	\$ -
	#N/A			0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	\$ -
Total Salaries			\$ 20,550	0.20	\$ 20,550	0.15	\$ 14,461	0.40	\$ 33,645	0.75	\$ 68,656	\$ 68,656	\$ 68,656
UE Home Office Support	7% site and leadership salaries		\$ 8,344	0.11	\$ 8,344	0.06	\$ 4,246	0.14	\$ 10,545	0.31	\$ 23,136	\$ 23,136	\$ 23,136
Benefits @	26%		\$ 7,513		\$ 4,864		\$ 11,489		\$ 23,866		\$ 23,866	\$ 23,866	\$ 23,866
<b>TOTAL</b>				<b>0.31</b>	<b>\$ 36,407</b>	<b>0.21</b>	<b>\$ 23,572</b>	<b>0.54</b>	<b>\$ 55,680</b>	<b>1.06</b>	<b>\$ 115,658</b>	<b>\$ 115,658</b>	<b>\$ 115,658</b>

PERSONNEL: Sub contracted services				SPED		ERMHS		General Ed		TOTAL			
Position	Description	Annual Expense		FTE	Expense	FTE	Expense	FTE	Expense	FTE	Expense	Seneca Contract	Cost to School
Translation and Interpretation	To provide documents and services in the preferred language of students and J	\$ 7,000		0.00	\$ 5,000	0.00	\$ 1,000	0.00	\$ 1,000	0.00	\$ 7,000	\$ 7,000	\$ 7,000
Speech & Language Pathologist	Supervision and assessment - 12hrs/wk @ \$11- LaTisha Rodriguez	\$ 54,720		0.30	\$ 54,720	0.00	\$ -	0.00	\$ -	0.30	\$ 54,720	\$ 54,720	\$ 54,720
Clinical Intern	Completing clinical internship as a part of a University program	\$ -		0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	\$ -
<b>TOTAL</b>				<b>0.30</b>	<b>\$ 59,720</b>	<b>0.00</b>	<b>\$ 1,000</b>	<b>0.00</b>	<b>\$ 1,000</b>		<b>\$ 61,720</b>	<b>\$ 61,720</b>	<b>\$ 61,720</b>

<b>PERSONNEL TOTAL</b>				<b>1.91</b>	<b>\$ 220,432</b>	<b>0.71</b>	<b>\$ 82,784</b>	<b>2.54</b>	<b>\$ 204,100</b>	<b>5.16</b>	<b>\$ 507,316</b>	<b>\$ 507,316</b>	<b>\$ 507,316</b>
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OPERATIONS				SPED		ERMHS		General Ed		TOTAL			
Expense	Description	per FTE		FTE	Expense	FTE	Expense	FTE	Expense	FTE	Expense	Seneca Contract	Cost to School
Site Staff Operations	see Operations worksheet	5,600		1.60	\$ 8,960	0.50	\$ 2,800	2.00	\$ 11,200	4.10	\$ 22,960	\$ 22,960	\$ 22,960
Leadership Operations	see Operations worksheet	5,400		0.31	\$ 1,681	0.21	\$ 1,116	0.54	\$ 2,919	1.06	\$ 5,716	\$ 5,716	\$ 5,716
<b>OPERATIONS TOTAL</b>					<b>\$ 10,641</b>		<b>\$ 3,916</b>		<b>\$ 14,119</b>		<b>\$ 28,676</b>	<b>\$ 28,676</b>	<b>\$ 28,676</b>

<b>TOTAL DIRECT COSTS</b>					<b>\$ 231,073</b>		<b>\$ 86,699</b>		<b>\$ 218,219</b>		<b>\$ 535,991</b>	<b>\$ 535,991</b>	<b>\$ 535,991</b>
Allocable Cost @	Broad Seneca agency functions including HR,	14%			\$ 32,350		\$ 12,138		\$ 30,551		\$ 75,039	\$ 75,039	\$ 75,039
<b>TOTAL COST</b>					<b>\$ 263,423</b>		<b>\$ 98,837</b>		<b>\$ 248,770</b>		<b>\$ 611,030</b>	<b>\$ 611,030</b>	<b>\$ 611,030</b>
											10% Contingency:	\$ 61,103	
											Maximum Comprehensive Budget:	\$ 672,133	

**SITE BASED STAFF OPERATIONS**

		PER FTE	PER SITE
<b>PROGRAM SUPPORT</b>			
OFFICE & PROGRAM SUPPLY			
	office supplies <i>The basics - pens, paper, ink, markers, and other consumable materials</i>	500	
	program supply <i>The bigger things - organizational materials, space set up, furniture</i>	1000	
	staff support <i>Staff appreciations, food at meetings</i>	250	
TELEPHONE	<i>Hardware and service plans</i>	850	
CONF & TRAIN, IN-SERVICE TRAIN, SUBSC/DUES/MEMB	<i>New hire training, external trainings, conferences</i>	1000	
MILEAGE, TRAVEL, & VEHICLE	<i>Reimbursement at IRS approved rate</i>	200	
STAFF RECRUITMENT	<i>For online and in person recruitment of applicants</i>	300	
<b>OCCUPANCY - BUILDING &amp; EXPENDABLE EQUIPMENT</b>	<i>Computers, printers, and other technology</i>	500	
<b>CHILD &amp; FAMILY</b>			
	<i>Materials to provide interventions (curriculum, materials for group activities, individual incentives, etc.), school or family engagement activities (including snacks/food for partner staff, families or students)</i>		
CLASSROOM & TREATMENT SUPPLY		1000	
<b>TOTAL</b>		<b>5600</b>	

**LEADERSHIP OPERATIONS**

		PER FTE	PER SITE
<b>PROGRAM SUPPORT</b>			
OFFICE & PROGRAM SUPPLY			
	office supplies <i>The basics - pens, paper, ink, markers, and other consumable materials</i>	250	
	program supply <i>The bigger things - organizational materials, space set up, furniture</i>	750	
	staff support <i>Staff appreciations, food at meetings</i>	250	
TELEPHONE	<i>Hardware and service plans</i>	850	
CONF & TRAIN, IN-SERVICE TRAIN, SUBSC/DUES/MEMB	<i>New hire training, external trainings, conferences</i>	500	
MILEAGE, TRAVEL, & VEHICLE	<i>Reimbursement at IRS approved rate</i>	2000	
STAFF RECRUITMENT	<i>For online and in person recruitment of applicants</i>	300	
<b>OCCUPANCY - BUILDING &amp; EXPENDABLE EQUIPMENT</b>	<i>Computers, printers, and other technology</i>	500	
<b>CHILD &amp; FAMILY</b>			
CLASSROOM & TREATMENT SUPPLY	<i>activities, individual incentives, etc.), school or family engagement</i>	0	
<b>TOTAL</b>		<b>5400</b>	

## Coversheet

Contract: Lease extension for Shared Service Office at 433  
Hegenberger Rd.

<b>Section:</b>	II. Consent Items
<b>Item:</b> Hegenberger Rd.	F. Contract: Lease extension for Shared Service Office at 433
<b>Purpose:</b>	Vote
<b>Submitted by:</b>	
<b>Related Material:</b>	2020_08 - 433 Hegenberger Renewal.pdf

**FIRST LEASE EXTENSION AGREEMENT**

THIS FIRST LEASE EXTENSION AGREEMENT (“Agreement”) is being made and entered into as of the 8th day of July 2020, by and between **BERETTA INVESTMENT GROUP**, a General Partnership (“Lessor”) and **LIGHTHOUSE CHARTER SCHOOLS**, a California on-profit public benefit corporation (Lessee”).

**RECITALS**

- A. Lessor and Lessee entered into that certain Lease Agreement dated June 7, 2027 for the Premises located at 433 Hegenberger Road, Suite 202, Oakland, California.
- B. Lessor and Lessee now desire to amend Lease to extend the term of the Lease, modify the Base Rent and make certain other changes to the Lease, all as set forth below. The Lease, as amended by this First Lease Extension Agreement shall be hereinafter referred to as the “Lease”. Terms not otherwise defined in this Agreement shall have the meaning given to such terms in the Lease.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree as follows:

- 1. **Extended Term.** The term of the Lease shall be extended for a period of **Three (3)** years commencing **September 1, 2020** and expiring on **August 31, 2023**.
- 2. **Monthly Base Rent.** The Monthly Base Rent commencing on September 1, 2020 shall be based upon the following schedule:

9/01/2020 to 8/31/2021	\$4,683 per month
9/01/2021 to 8/31/2022	\$4,821 per month
9/01/2022 to 8/31/2023	\$4,966 per month

- 3. **Base Rent Credit.** It is mutually agreed that the Monthly Base Rent shall be reduced according to the following schedule:

9/1/20 through 8/31/21	\$138.00 per month
------------------------	--------------------

This Monthly Base Rent Credit is granted personally to **Lighthouse Charter Schools, LLC** and shall cease immediately upon any of the following events: a) assignment; b) other non-employees using the premises or joining **Lighthouse Charter Schools, LLC**; c) sublease or transfer of this Lease or any interest therein, sublet or sublease in whole or any part of the premises; d) sale of the business of **Lighthouse Charter Schools, LLC**.

- 4. **Lessee in Possession/Tenant Improvements.** Lessee acknowledges that it is currently in possession of the Premises. Lessee hereby accepts the premises in “AS-IS” condition without any representation or warranty from Lessor
- 5. **No Brokers.** Lessor and Lessee acknowledge, represent and warrant that no real estate brokers or consultants have been involved in the discussions and/or negotiations regarding this lease renewal. No brokerage commission or fee shall be payable to any broker related to this, or any other transaction, between Lessor and Lessee.

- 6. **Indemnification.** Lessor shall not be liable to Lessee, and Lessee hereby waives all claims against Lessor, for any injury or damage to any person or property on or about the Premises by or from any cause whatsoever, excepting injury or damage to Lessee resulting from the acts or omissions of Lessor or Lessor’s authorized agents. Lessee agrees to indemnify and hold Lessor harmless from and defend Lessor against any and all claims or liability, including damages, reasonable attorneys’ fees and costs, (a) arising from Lessee’s failure to comply with its obligations under the lease; (b) arising from Lessee’s failure to comply with any applicable state or federal laws, including but not limited to, the American with Disabilities Act and California Unruh Civil Rights Act; and (c) for any injury or damage to any person or property occurring in, on, or about the Premises or any part of the Premises, excepting any damage or injury caused in

part or in whole by the act or omission of any duty by Lessor or Lessor's agents or employees.

- 7. **Republication.** In all other respects, the Lease is ratified by Lessor and Lessee, republished and confirmed as being binding upon the parties and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have entered into this First Lease Extension Agreement as of the date first written above.

**LESSEE:**  
**LIGHTHOUSE CHARTER SCHOOLS**  
 a California on-profit public benefit corporation

**LESSOR:**  
**BERETTA INVESTMENT GROUP,**  
 a General Partnership

By: \_\_\_\_\_  
 Its: \_\_\_\_\_

David Beretta  
 General Partner

# Coversheet

## LCPS Fiscal Policy Update

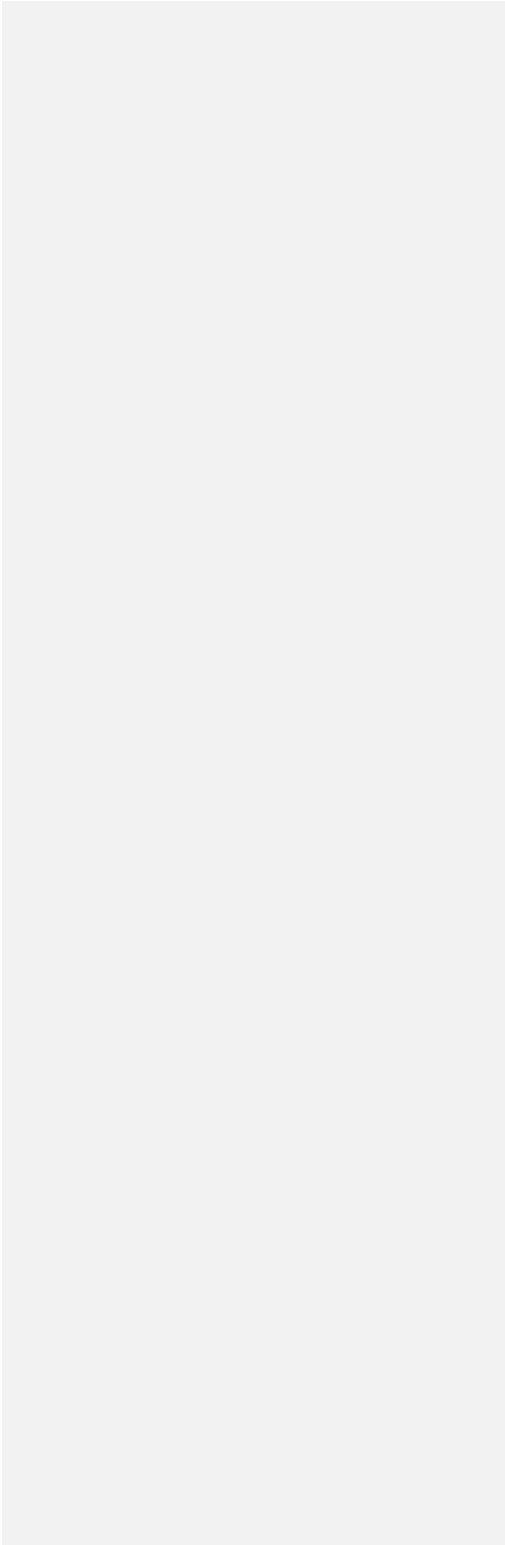
<b>Section:</b>	II. Consent Items
<b>Item:</b>	G. LCPS Fiscal Policy Update
<b>Purpose:</b>	Vote
<b>Submitted by:</b>	
<b>Related Material:</b>	7 - LCPS - Fiscal Policy - August 2020 Update - bp.pdf



**WHERE OAKLAND SHINES**

**Fiscal Policies & Procedures**

Approved by the LCPS Board of Directors  
as of: ~~September 4, 2019~~ August 26, 2020





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**Section 1: Introduction**

The Board of Lighthouse Community Public Schools (LCPS) has reviewed and adopted the following policies and procedures to ensure the most effective use of the funds of LCPS to support its mission and to ensure that the funds are budgeted, accounted for, expended and maintained appropriately.

## **Section 2: Accounting Procedures**

This section covers basic accounting procedures for the organization. The accounting procedures used by LCPS shall conform to Generally Accepted Accounting Principles (GAAP) to ensure accuracy of information and compliance with external standards.

### **A.) Basis of Accounting**

Policy:

The organization uses the accrual-basis of accounting at year-end. This means that revenues are recorded when earned within the year, and that expenses are recorded when a liability is incurred within the year regardless of when the receipt or payment of cash takes place.

Procedures:

- Throughout the fiscal year, revenue is recorded in the month in which it is received and expenses are recorded in the month in which they occur.
- At the close of the fiscal year, all revenue earned in the fiscal year, but not received is accrued. At the close of the fiscal year, all expenses that have been incurred but not paid are also accrued. This ensures that the year-end financial statements reflect all revenue earned and all expenses incurred during the fiscal year.
- Year-end books, inclusive of adjusting journal entries, are officially closed by December 15, the date by which the audit report must be submitted to the state controller and respective reporting agencies.

### **B.) Bank Reconciliations**

Policy:

Bank reconciliation and approval will occur on a monthly basis.

Procedures:

- LCPS' Staff Accountant will print the bank statements directly from the online banking system and enter into the accounting platform.
- LCPS' Senior Accountant will review and approve the bank reconciliation by initialing and dating the report.

### **C.) Record Keeping**

Policy:

Financial records will be retained for a minimum of seven years or as outlined in 990 requirements.

Procedures:

- LCPS will retain financial records, including transaction ledgers, canceled/duplicate checks, attendance and entitlement records, payroll record, and any other necessary fiscal documentation at its site until the prior year audit has been completed.
- At the discretion of the LCPS Board or CEO, certain documentation may be maintained for a longer period of time.
- Financial records will be shredded at the end of their retention period.
- Backup copies of electronic and/or paper documentation should be stored in a secure location.

### **Section 3: Internal Controls**

LCPS employs several safeguards to ensure that financial transactions are properly authorized, appropriated, executed and recorded.

All documentation related to financial matters will be completed by email confirmation, inked signature, or through a platform approved by the Director of Finance that provides sufficient user authentication (i.e., file sharing with user stamp).

LCPS employs various electronic systems and processes to complete the work associated with its fiscal operations (i.e., Netsuite, Paypal, Staples Advantage, etc.). The electronic systems that LCPS chooses to use may change over time and new electronic systems may be introduced. LCPS staff will configure the electronic systems to ensure they align to the internal controls defined in this policy.

#### **A.) Lines of Authority**

The LCPS Board is responsible for the following fiscal oversight:

- Approves the fiscal policies and procedures and delegates administration of the policies and procedures to the CEO
- Ensures that the fiscal policies and procedures are current, reviewing and approving them annually.
- Approves the opening and closing of bank accounts and the list of authorized signers and the organization address on record.
- Approves all third-party loans or other forms of debt.
- Approves the opening of business credit cards.
- Reviews and approves the annual budget.
- Reviews annual and bi-monthly financial statements, including the monthly check registers, year-to-date income statement, and cash flows.
- Reviews the CEO's performance annually and establishes the salary.
- Reviews and approves all contracts over \$50,000.
- Approves the annual financial audit by December 15 each year.
- Appoints someone else to perform the duties of the CEO in the case of absence.

The CEO is responsible for the following:

- Working with the Board of Directors to set LCPS's strategic priorities and facilitate strong organizational oversight, including over the fiscal and operational health of the organization
- Overseeing the execution of a robust and strategic fundraising program and allocating the resources and supports necessary to maintain the health of LCPS.

The LCPS Board authorizes the Approval Threshold for staff members, to establish proper control of LCPS finances, as outlined in Appendix 1.

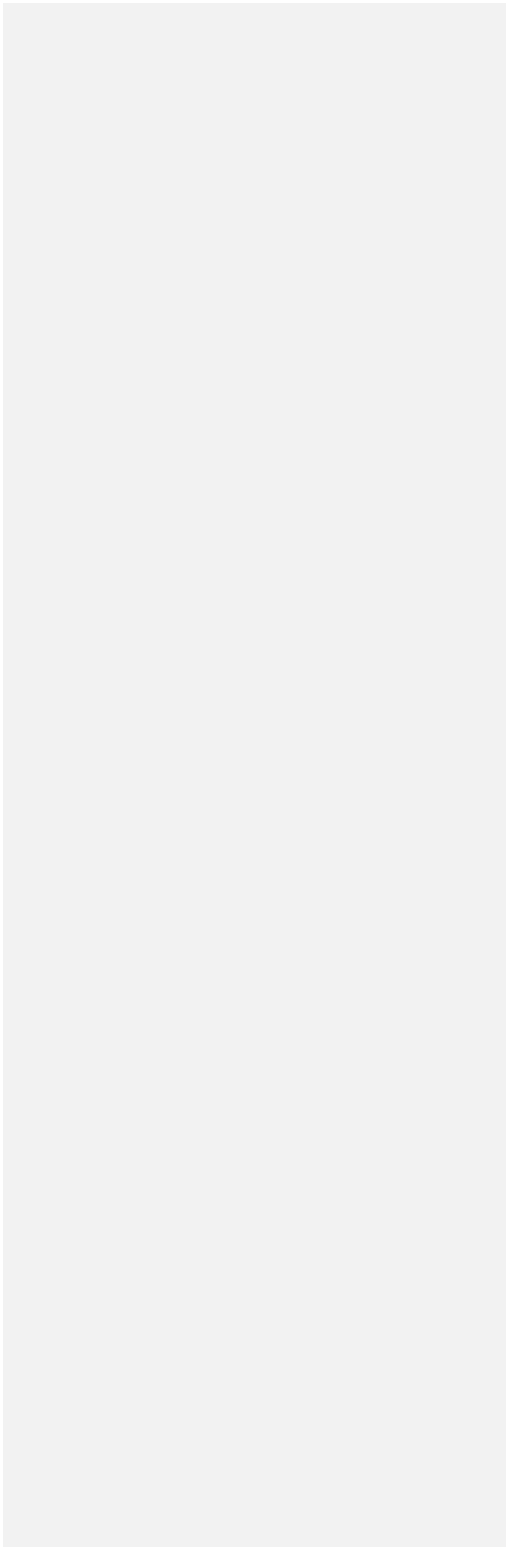
#### **B.) Segregation of Duties**

Policy:

LCPS' financial duties shall be distributed among multiple people to help ensure protection from fraud and error. The distribution of duties aims for maximum protection of the organization's assets while also considering efficiency of operations.

Procedures:

On an annual basis, the Director of Finance will review and the existing Segregation of Duties. In that, he/she is to identify the position responsible for carrying out each function so that no single person or entity has sole control over cash receipts, disbursements, payrolls, and reconciliation of bank accounts.



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## **Section 4: Financial Planning & Reporting**

### **A.) Budgeting Process**

#### **Policy:**

In consultation with the CEO, Finance Committee, and organizational leaders, the Director of Finance will prepare an annual budget for approval by the LCPS Board. The budget is to be approved by the LCPS Board prior to the start of each fiscal year.

#### **Procedures:**

- The Director of Finance will work with the CEO and all Budget Managers to ensure that the annual budget is an accurate reflection of programmatic and organizational goals for the coming year.
- The Director of Finance will ensure that the budget is developed using the organization's standard revenue recognition and cost allocation procedures.
- The Director of Finance, in consultation with the Finance Committee and CEO, will set a target net income goal to meet strategic goals and/or comply with existing loan covenants.
- The Director of Finance will present a draft budget to the Finance Committee prior to recommending approval by the LCPS Board.
- The Finance Committee shall review a recommended fiscal year budget and submit it for approval to the LCPS Board.
- The LCPS Board will review and approve the budget at its regularly-scheduled meeting in June.
- The Director of Finance will prepare financial statements displaying actuals relative to budget for presentation to the LCPS Board at each board meeting.

### **B.) Internal Financial Reports**

#### **Policy:**

The organization reviews regular financial reports on a monthly basis.

#### **Procedures:**

- The Director of Finance is responsible for producing the following year-to-date reports within 30 days of the end of each month: Income Statement including budget-to-actual variances, Balance Sheet and Cash Flow Projection.
- The Director of Finance will also present a check register at each board meeting.
- The Director of Finance is to present statements in accordance with the Financial Reporting Matrix (Appendix 2).

### **C.) Audit**

#### **Policy:**

The LCPS Board will contract annually with a qualified independent certified public accounting firm to conduct an audit of the organization's financial statements in accordance with auditing standards generally accepted in the United States of America, Government Auditing Standards issued by the Comptroller General of the United States, and, if applicable, the U.S Office of Management and Budget's Circular A-133. The selected audit firm must be familiar with these standards, related State of California and Charter School regulations, and the Standards and Procedures for Audits of California K-12 Local Education Agencies Audit Guide, in order to properly conduct the audit engagement.

The LCPS Board recognizes that "it is unlawful for a public accounting firm to provide audit services to a local educational agency if the lead audit partner, or coordinating audit partner, having lead primary responsibility for the audit, or the audit partner responsible for reviewing the audit, has performed audit services for that local educational agency in each of the six previous fiscal years." (Ed Code 41020)

#### **Procedures:**

- The LCPS Board will appoint an Audit Committee of one or more persons by January 1 of each year.
- The Audit Committee may include persons who are not members of the board, but may not include any members of the LCPS staff. In addition, any person with expenditure authorization or recording responsibilities within the organization may not serve on the committee.
- The Audit Committee will be responsible for contracting with an audit firm by March 1 of each year, unless the existing contract is a multi-year contract.
- The Audit Committee will be responsible for reviewing the results of the annual audit and developing a corrective action plan to address all relevant weaknesses noted by the auditor.
- The LCPS Board will review and approve the audit no later than December 15.
- The audit firm will be responsible for submitting the audit to all reporting agencies no later than December 15.

#### **D.) Tax Compliance & Exempt Organization Returns**

##### Policy:

The audit firm contracted by the LCPS Board to conduct the annual financial audit will prepare the annual Federal Form 990 and the California Form 199. The tax forms are to be filed no later than May 15 of each year for the previous year.

##### Procedures:

- The Director of Finance will work with the tax preparer to complete the organization's tax returns.
- The Form 990 will be available to the public via GuideStar, an information service specializing in reporting on U.S. nonprofit companies.

#### **E.) Quarterly/Annual Payroll Reports**

##### Policy:

The Director of Finance will ensure the preparation of the state and federal quarterly and annual payroll tax forms and will submit the forms to the respective agencies within established deadlines.

##### Procedures:

- The Director of Finance will prepare and make available employee W2s by January 31 each year.
- The Director of Finance will file quarterly payroll tax reports (941 and DE9) by the filing deadline.

## **Section 5: Revenue & Accounts Receivable**

### **A.) Cash Receipts**

#### Policy:

Cash receipts (including check or cash payments received via mail or in person and deposits received via ACH / EFT) shall be recorded completely and accurately to prevent the misappropriation of assets.

#### Procedures:

- For each event (i.e., fundraiser, student trip) in which cash or checks will be collected, the appropriate Supervisor will designate a staff member to be responsible for managing the process to collect and hold all cash and checks related to the event.
  - The designee will record each transaction using the [LCPS Cash Counting sheet](#) and – if applicable - document each item sold at the time the transaction is made in a log or similar sheet.
  - The designee shall give the cash, checks, deposit summary, and any related supporting documentation to the site-based **Operations Associate** or **LCPS Finance Associate** immediately.
  - Upon transfer to the appropriate personnel, the designee and that individual will recount and reconcile the amount received with the supplied supporting documentation and each will sign for approval. The Operations Associate / **Finance Associate** will immediately put the funds in a secure, locked location.
  - For any cash/checks dropped off in a classroom, the teacher is to hold in a secure location. Within 24 hours, the teacher is transfer all cash, checks, and supporting documentation to the site Operations Associate.
- Mail (including anything official such as governmental notices, invoices and checks) received at the school must be routed to Shared Services. The Director of Finance or CEO is to delegate the appropriate personnel to open mail and route to the appropriate staff. The primary individual is the **Finance Associate**. In line with the Segregation of Duties, this designated individual opening mail is not to be the same person making deposits.
- On a weekly basis, the Staff Accountant will log cash or checks received using the LCPS Deposit log.
- When utilizing merchant or online web contribution services, appropriate segregation of duties shall be in place to ensure that no single person is able to perform incompatible functions (custody, recording, approval).

### **B.) Deposits**

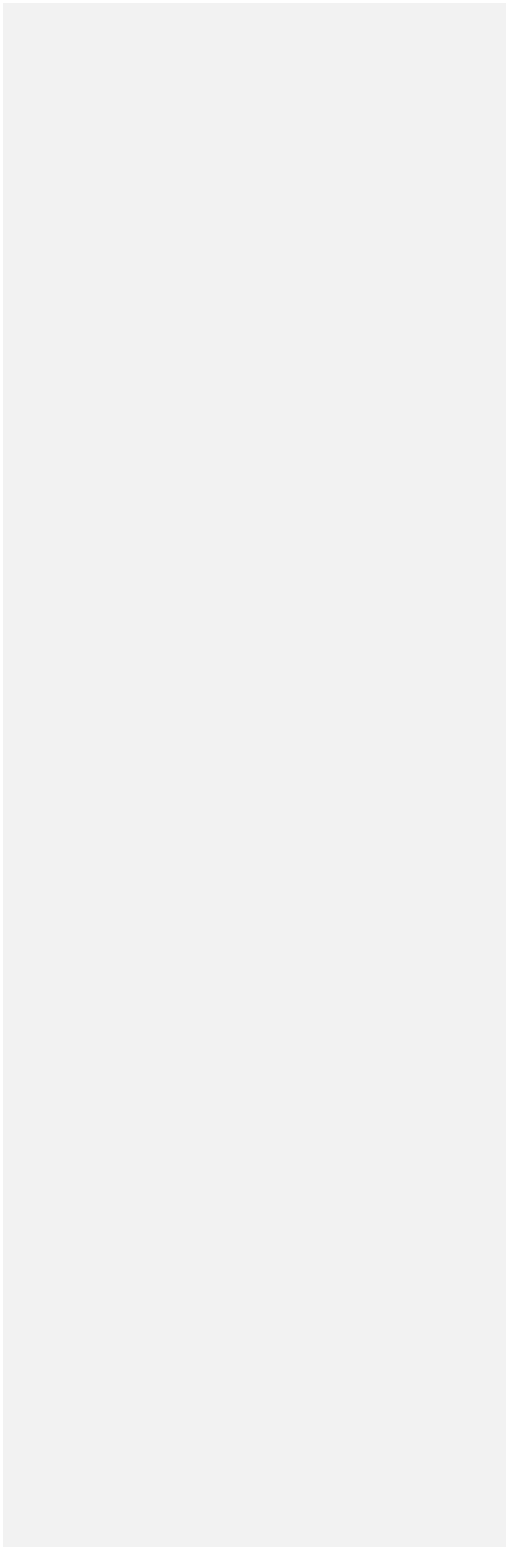
#### Policy:

The Director of Finance will ensure that a team member makes bank deposits on a weekly basis. In line with the Segregation of Duties, this duty is assigned to the Staff Accountant.

#### Procedures:

- The Staff Accountant will prepare a deposit packet itemizing the amount, source, and purpose of each check or cash payment received. The deposit packet will include a copy of each check and a bank deposit slip.
- The Senior Accountant will review and approve the deposit packet.
- The Staff Accountant will make the deposit into the primary bank account and attach the deposit receipt to the deposit packet.
  - LCPS' primary account is held at First Republic Bank.
  - Checks are to be deposited via FRB's secure online platform. This platform is to be established by the CEO and Director of Finance with the appropriate security measures.
  - Cash is to be deposited to FRB via courier on a bi-weekly basis.
- The Senior Accountant will reconcile the cash receipts to the deposit slip and the bank statement as part of the monthly close process.





## **Section 6: Expenses – Payroll**

### **A.) Payroll**

#### Policy:

Employees are paid on a semi-monthly basis. The Director of Finance is responsible for approving payroll through a third-party provider.

#### Procedures:

- Payroll dates are on the 15<sup>th</sup> and final day of the month. If the regularly scheduled date occurs on weekend or holiday, the pay date is to move forward to the last workday prior to that date.
- The Staff Accountant is to prepare payroll no later than 72 hours prior to pay date, and submit to the Director of Finance for approval.

### **B.) Time Sheet Preparation & Approval**

#### Policy:

All non-exempt employees are required to record time worked, holidays, and leave taken for payroll, benefits tracking, and cost allocation purposes.

#### Procedures:

- Non-exempt employees will be responsible for completing a timesheet, recording hours worked and vacation, sick or holiday time if applicable.
- Each non-exempt employee will approve his/her timesheet via submission through the payroll system.
- Each supervisor will review and approve his/her employees' timesheets by approving each timesheet in the payroll system.
- Supervisors will return incomplete timesheets to the employee for revision through the payroll system.
- Salaried employees are responsible for requesting leave, and supervisors are responsible for tracking leave taken by salaried employees.

### **C.) Payroll Additions, Deletions, and Changes**

#### Policy:

The Director of Finance is authorized to approve all payroll changes within the scope of the approved budget.

#### Procedures:

- The Director of Talent/HR or his/her designee will submit, electronically via payroll system or internal file documentation, new hire or employee change paperwork to Staff Accountant prior to the payroll deadline for the first pay period in which the change or addition is to go into effect.

### **D.) Payroll Preparation & Approval**

#### Policy:

The Staff Accountant will prepare payroll in accordance with the organization's payroll calendar.

#### Procedures:

- The Staff Accountant will prepare payroll and submit the Check Register to the Director of Finance to review for accuracy and completeness.
- The Director of Finance will approve payroll through the 3<sup>rd</sup> party system.
- The 3<sup>rd</sup> party payroll provider will deliver the payroll packages to the organization's addresses prior to the check date.
- The ~~Staff Accountant is~~ ~~Operations Associates are~~ responsible for opening the payroll package and distributing live checks and pay stubs to [sites, for distribution to the](#) employees on the check date.

### **E.) Pay Upon Termination**

**Policy:**

Employees who are discharged shall be paid all wages due at the time of termination, per Labor Code 201. Employees who quit without giving prior notice shall be paid wages within 72 hours (inclusive of weekends and holidays). If the employee gives at least 72 hours' notice, the wages must be paid on the last day worked, per Labor Code 202.

**Procedures:**

- Employee Supervisors must notify HR immediately upon employee resignation.
- HR will notify the Staff Accountant of the need for a final check, along with an accounting of the hours/days worked since the last payroll and any accrued Paid Time Off (PTO) to be paid.
- The Staff Accountant will calculate the final check based on the hours/days worked and the employee's pay rate, and submit to the Director of Finance for approval and check signing. The Staff Accountant will deliver the final check to HR.
- HR is to obtain the employee's signature acknowledging receipt of his/her final check.
  - An employee who quits without 72 hours' notice may request that his or her final wage payment be mailed to a designated address. The date of mailing will be considered the date of payment, per Labor Code 202.
- The final check may not be provided via direct deposit.

## **Section 7: Expenses – Accounts Payable**

### **A.) Purchases & Procurement**

Policy:

All purchases must be authorized by authorized personnel, in accordance with Approval Thresholds (Appendix 1).

Any expenditure in excess of \$50,000 for the purchase of a single item should have bids from three (3) suppliers if possible. Any food contract that exceeds \$150,000 (the small purchase threshold set by the US Department of Agriculture) shall follow a competitive bid process.

Goods or services purchased with federal funds must follow federal procurement guidelines as outlined in Education Department General Administration Regulations (EDGAR), Part 80— Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, Sub-part C (Post Award Requirements), Section 80.36 (Procurement) located at: <http://www2.ed.gov/policy/fund/req/edgarReg/edgar.html>

The LCPS Board must approve any contract over \$50,000.

Procedures:

All purchase decisions are to be made with the following guidance:

- All purchases require authorization of approved personnel, in accordance with the Approval Matrix (Appendix 1).
- The Budget Approver will approve a purchase request by staff, or by his/her sourcing, after determining:
  - If the expenditure is budgeted.
  - If funds are available for the expenditure.
  - If the expenditure is allowable under the appropriate revenue source.
  - If the expenditure is appropriate and consistent with the vision, approved charter, school policies and procedures and any related laws or applicable regulations.
  - If the price is competitive and prudent and proper bidding procedures have been followed.
- The LCPS Board will review expenditures during each board meeting through the review of a check register that will list all checks written since the LCPS Board's last meeting. This register will include the check #, check date, payee, and check amount.

Contracting for services is to adhere to the following guidelines:

- LCPS Staff will consider in-house capabilities to accomplish services before contracting for them.
- The Director of Finance will ensure that internal guidance is provided for any authorized staff member proposing a contracted service. That guidance will include:
  - The authorized staff is to solicit bids and maintain a file documenting the competitive bids obtained (if any were required) for any contract.
  - The authorized staff will request from LCPS' Human Resources staff that a contract be drawn up.
  - The Director of HR, or his/her designee, will confirm that the contractor is not listed in the US government's Suspended or Disbarred list via a search of the System for Award Management ([www.sam.gov](http://www.sam.gov)). The Director of HR will keep a record of all searches.
  - The Director of HR will ensure that a written contract clearly defining work to be performed is on file for all contract service providers (i.e. consultants, independent contractors, subcontractors).

- Contract service providers must show proof of being licensed and bonded, if applicable, and of having adequate liability insurance and workers' compensation insurance currently in effect. If in the vicinity of students or otherwise determined by the LCPS Director of HR, providers may also need to be fingerprinted, submit evidence of TB Testing, and submit evidence of CPR/First Aid clearance.
- LCPS reserves the right to require that contract service providers list the school as an additional insured.
- Authorized LCPS staff, in accordance with Approval Matrix (Appendix 1), will approve proposed contracts and modifications in writing.
- Contract service providers will be paid in accordance with approved contracts as work is performed.
- The Director of Finance will be responsible for ensuring the terms of the contracts are fulfilled.
- Potential conflicts of interest will be disclosed upfront, and the Executive Director and/or Member(s) of the LCPS Board with the conflict will excuse themselves from discussions and from voting on the contract.

#### **B.) Credit Cards**

**Policy:**

LCPS credit cards shall only be issued with the formal approval of the LCPS Board and may only be used by individual cardholders for organization-related expenditures.

**Procedures:**

- LCPS authorized the opening of a Wells Elite Credit Card, administered through Wells Fargo Bank. The Director of Finance is to administer cards to authorized Budget Managers as described in Appendix 3.
- An itemized receipt should be turned in for all purchases.
- In the case of a missing receipt, a missing receipt form shall be submitted and approved by the Director of Finance. Should the Director of Finance be required to complete a "missing receipt" form, authorization must be granted by the CEO.
- Credit cards will bear the names of both the organization and the cardholder.
- No personal charges are permitted.
- All reward points or discounts are property of the school. Use of such points or discounts is at the discretion of the Director of Finance and should be used for the benefit of the organization. Unless otherwise directed by the LCPS Board, any available "cash back" is to be applied as revenue for the benefit of the LCPS program.
- Upon termination, the employee shall immediately return the credit card and all receipts to the Director of Finance, or his/her designee.

#### **C.) Debit Cards**

**Policy:**

Organization debit cards are not permitted.

**Procedures:**

- If a debit card is automatically issued by the bank, the Director of Finance will:
  - Contact the bank to deactivate debit card service from the account.
  - Destroy the physical debit card.

#### **D.) Independent Contractors**

**Policy:**

The organization will comply with all applicable federal and state laws relative to the use of independent contractors.

**Procedures:**

- The CEO, Director of HR, or Director of Finance may establish a contract with an independent contractor and is responsible for verifying that the person is appropriately classified as an independent contractor and not as an employee and for obtaining a Form W-9.
- School employees may not serve as independent contractors.
- Contract service providers must show proof of being licensed and bonded, if applicable, and of having adequate liability insurance and workers' compensation insurance currently in effect. The above personnel may also require that contract service providers list the school as an additional insured.
- All services performed by independent contractors will be processed as accounts payable.
- At the close of the calendar year, the Director of Finance will ensure that LCPS issues a Form 1099 to all eligible independent contractors in accordance with IRS regulations.

**E.) Invoice Approval & Processing**

**Policy:**

The Director of Finance must approve all invoices. Any invoice over \$50,000 must also receive approval from a member of the LCPS Board, if not previously authorized through Board Approval. The following procedures will be performed either manually or electronically.

**Procedures:**

- The ~~Finance Associate~~ ~~Finance Assistant~~ will open and review invoices and bills and will notify the Director of Finance of any unexpected or unauthorized expense.
- When receiving tangible goods from a vendor, the ~~Finance Associate~~ ~~Finance Assistant~~ or Front Desk personnel at sites trace the merchandise to the packing list and note any items that were not in the shipment.
- The ~~Finance Associate~~ ~~Finance Assistant~~ will code invoices to the correct budget line.
- Invoices are entered by the ~~Finance Associate~~ ~~Finance Assistant~~, and submitted to the Senior Accountant for review. An approval request is submitted to the Director of Finance, and approval is made through LCPS accounting system.
- If the vendor is a sole proprietor or a partnership (including LP, and LLP) providing a service, the ~~Finance Associate~~ ~~Finance Assistant~~ will obtain a W-9 from the vendor prior to submitting any requests for payments.
- The Senior Accountant will review the invoice for sufficient supporting documentation, and verify the coding. Upon final review, and consequent approval from the Director of Finance, the ~~Finance Associate~~ ~~Finance Assistant~~ will process payment.

**F.) Cash Disbursements**

**Policy:**

Bank checks will be issued upon receipt of appropriate documentation (e.g. vendor invoice, purchase order, packing slip, etc.).

**Procedures:**

- Once an invoice is approved by the Director of Finance, the ~~Finance Associate~~ ~~Finance Assistant~~ will be authorized to print checks from the LCPS Accounting System.
- The ~~Finance Associate~~ ~~Finance Assistant~~ will apply the Director of Finance's signature via stamp, which is maintained in a secure, locked location when not in use.
- The ~~Finance Associate~~ ~~Finance Assistant~~ will mail the check to the address provided.

- Should a check need to be voided, "VOID" will be written in ink across the check, scanned for record-keeping, and shredded.

### G.) Wire Transfers

Policy:

Wire transfers initiated by LCPS will be executed only upon: 1) recognition of appropriate documentation for the intended transfer, 2) written initiation by CEO or Director of Finance, directed to the other party, and 3) confirmed verbal receipt of that initiation by the receiving party.

Any wire transfer over \$50,000 must additionally receive approval from a member of the Finance Committee.

Procedures:

All executed wire transfers will adhere to the following procedures:

- CEO or Director of Finance will review all supporting documentation and approve, via written email to the opposite party. The receiving party will confirm receipt via both writing and verbally, to safeguard against any attempted wire fraud.
- The Director of Finance will execute the wire transfer with LCPS' bank.

### H.) Petty Cash

Policy:

Site-based Operations Associates will keep a petty cash box not to exceed \$300. Petty cash will be kept in a lockbox that is stored in a secure location. Access to the cash box should be limited to authorized personnel (Operations Associates, Finance Staff). Petty cash shall only be used for reasonable and allowable school purposes (not advances, personal uses, reimbursements, etc.) and only when a check may not be provided on the timeline required.

Procedures:

- The Operations Associate will manage the petty cash fund.
- The Operations Associate will maintain a log of all disbursements made from the petty cash fund and will use a petty cash slip for all disbursements. The petty cash slip must be signed by the Operations Associate and the petty cash recipient.
- Within 48 hours of the petty cash withdrawal, the petty cash recipient will submit an original receipt to the Operations Associate who will attach the receipt to the petty cash slip and store in the petty cash box.
- At all times the petty cash box must contain receipts, petty cash slips, and cash that account for the original deposit to petty cash (\$300).
- When the petty cash balance is low the Operations Associate will prepare a petty cash reimbursement form, totaling all the petty cash disbursements and attaching the original petty cash slips and receipts to the form. The Director of Finance will review and approve the petty cash reimbursement form and supporting documentation.
- The Operations Associate will forward the petty cash reimbursement form and original supporting documentation to ~~Finance Associate~~ Finance Assistant.
- The Senior Accountant will record the petty cash disbursements in the general ledger and issue a check made payable to the Office Manager in the amount of the total petty cash disbursement.
- It is the responsibility of the Operations Associate to cash the check and to keep track of funds in the box. Reconciliation must occur when funds are replenished, and/or at a minimum, annually.
- The Director of Finance and/or Senior Accountant may conduct periodic, unannounced counts of the petty cash fund.

- Loans will not be made from the petty cash fund.

#### **I.) Employee and Volunteer Expense Reimbursements**

##### **Policy:**

LCPS will reimburse pre-authorized, school-related expenses that are accompanied by an original receipt or other appropriate documentation. Only approved personnel, as defined by the Approval Matrix (Appendix 1), may incur school-related expenses without pre-approval.

##### **Procedures:**

- An employee or school volunteer seeking to make a school-related purchase must obtain pre-approval from their Supervisor. If that Supervisor does not have approval authority, he/she is to direct the requesting individual to that Authorized Approver.
- Employees will submit signed expense reports no later than 1 month after the expense was incurred, to their Supervisor, for approval. Original receipts or other appropriate documentation (i.e., e-mailed receipt) must be attached to the expense report.
- Employees will submit expense reports within the fiscal year in which the expenses were incurred.
- The organization reserves the right to refuse reimbursement for any inappropriate expenses made.

#### **J.) Travel Expenses**

##### **Policy:**

Employees must receive authorized approval prior to all work-related travel. Mileage will be reimbursed at the organization-approved mileage rate, not to exceed the current IRS reimbursement rate.

##### **Procedures:**

- For the purposes of mileage reimbursement, where a trip is commenced or terminated at the employee's home, the distance traveled shall be reduced by the employee's home-to-office commute distance.
- Employees will be reimbursed for overnight stays at hotels/motels when pre-approved by an administrator and the event is more than 50 miles from either the employee's residence or the school site. Hotel rates will be negotiated at the lowest level possible, including the corporate, nonprofit or government rate if offered, and the lowest rate available.
- Employees will be reimbursed up to the established per diem rate found at the US General Services Administration ([link here for Oakland, CA](#)) for any breakfast, lunch, dinner, or incidental expense that is not included as part of the related event. Employees will be responsible for any excess expenses beyond the established per diem rate.
- Transportation expenses such as airfare will be purchased at the lowest rate available.
- Employees should utilize bus/shuttle service whenever possible. When traveling in groups, taxis or rideshares may be more economical. Employees should choose between long-term parking or a taxi/rideshare based on whichever is the more economical for the organization.
- After the trip, the employee must enter all of the appropriate information on an expense reimbursement form, attach original receipts, and submit it to their supervisor for approval, per the prescribed Reimbursement process.

#### **K.) LCPS Board Expenses**

##### **Policy:**

An individual board member who incurs authorized expenses while carrying out the duties of LCPS will obtain pre-approval from the CEO and Board Chair. If the Board Chair is seeking approval, he/she is to



obtain pre-approval from the CEO and Board Treasurer. Once the expense is incurred, he/she will complete and sign a Reimbursement Form and attach original receipts.

The Reimbursement Form is to be processed in the procedure outlined in the "Reimbursements" section.

## **Section 8: Asset Management**

### **A.) Cash Management and Investments**

**Policy:**

All funds will be maintained in high quality financial institution or invested with the following objectives in order of priority; preservation and safety of principal, liquidity, and yield.

**Procedures:**

- The CEO or Director of Finance will obtain LCPS Board approval before opening or closing a bank account.
- LCPS Board will adopt an investment policy before funds are to be invested.

### **B.) Capital Equipment**

**Policy:**

The organization capitalizes any item, purchased or donated, with a value of \$5,000 or more and with a useful life of more than one year.

**Procedures:**

- The Senior Accountant will maintain a ledger of all capitalized items. The ledger will include the original purchase price and date and a brief description of the asset.
- LCPS will take a physical inventory of all assets within 90 days of the end of each fiscal year, indicating the condition and location of the asset.
- The Director of Finance will be notified of all cases of theft, loss, damage or destruction of assets.
- The Senior Accountant is to maintain written notification of plans for disposing of assets with a clear and complete description of the asset and the date of the disposal.

### **C.) Loans**

**Policy:**

The LCPS Board will approve all loans from third parties.

**Procedures:**

- The CEO and Director of Finance shall review and sign the promissory note before funds are borrowed or drawn down.
- Loan agreements should specify all applicable terms, including the purpose of the loan, the interest rate, and the repayment schedule.
- Loan covenants and reporting requirements are to be acknowledged by the board at the time of adoption.

### **D.) Insurance**

**Policy:**

The organization will maintain insurance with a high quality insurance agency at all times for:

- General Liability
- Property
- Workers' Compensation
- Professional Liability
- Directors' and Officers' Coverage

**Procedures:**

- The Director of Finance will review insurance policies with the Broker on an annual basis prior to renewal to determine compliance with Charter authorizer and any applicable loan covenant requirements.
- The Director of Finance or their designee will maintain records of all insurance policies and related documents (e.g. certificates of insurance, claim forms, etc.).

**E.) Parking Lot Liability**

Policy:

Parking lot related incidences are not covered under any school insurance policy. The organization assumes no liability for damage to cars unless a student is observed by an adult accidentally causing damage to a vehicle while engaged in a school activity.

Procedures:

- If a student willfully causes damage, the student’s parent or guardian is responsible.
- If a parent or other visitor causes damage, that individual is responsible.
- If an employee causes damage, the employee is responsible.
- If an unknown person causes damage and there is no witness, the affected individual would determine if he/she has applicable coverage through his/her individual insurance policies.

**F.) Operating Reserves**

Policy:

LCPS will ensure adequate cash balances to meet annual cash flow needs. The target minimum operating Cash Balance is set as 60 Days of Cash on Hand\*. The amount of cash will be calculated by LCPS Finance Staff each month, and reported out to the board at each of its regularly held meetings.

\* Day of Cash on Hand is defined as: Ending Cash, divided by Annual Operating Expenses, divided by 365. Annual Operating Expenses are to include expenses incurred across LCPS (either by charter sites or the home office), excluding depreciation.

Procedures:

- The Director of Finance will monitor the organization’s cash balances and will report the amount to the CEO on a monthly basis and the LCPS Board on a bi-monthly basis.
- It is the responsibility of the LCPS Board to regularly review the organization’s cash needs and projections.
- It is the responsibility of the LCPS Director of Finance to regularly monitor cash flow and prioritize payments based on available cash.

Schedule:

- If LCPS maintains less than 60 Days of Cash on Hand (as measured by its Board-reported financial projections, measured annually on June 30), the LCPS Board will approve a budget based on the Targeted Days of Cash on Hand below.

FY	Targeted Days of Cash on Hand	Approximate Targeted Cash, equivalent to Days of CoH	Forecasted Annual Operating Surplus, required to meet Target (as % of Expenses)
FY21	35	\$2,0050,000	\$61550,000 (3.20%)
FY22	50	\$2,855,0003,400,000	\$1,050,000 (4.7%)

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FY23	60	\$3, <del>4300,000</del> 900,000	\$800,000 (3.5%)
It's recommended to update and approve this schedule annually.			

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o Contingencies:

- If LCPS is **behind** the Targeted Days in the above schedule:
  - In the event that LCPS does not meet these targets due to unforeseen circumstances, LCPS Board will approve a budget that enables LCPS to return to this schedule.
  - **For any unrestricted, unbudgeted revenues**, LCPS will contribute the full amount to cash reserves.
  
- If LCPS is **ahead** of the Targeted Days in the above schedule:
  - LCPS Board may choose to approve a budget for a given fiscal year that includes a lower Operating Surplus but remains on track to meet the Targeted Days of Cash on Hand.
  - For any unrestricted, unbudgeted revenues, LCPS staff will bring a proposed plan for board approval.

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### Appendices

- Appendix 1: Approval Matrix
- Appendix 2: Financial Reporting Matrix
- Appendix 3: Authorized Credit Card Users

**Appendix 1:**  
Approval Matrix

The following guidelines are set for financial approvals. All transactions are to be compared against budget, and approved according to these Thresholds only if within budget.

When referring to Budget Managers, this includes the following roles and pertains only to the budgets distributed by the LCPS Director of Finance.

- Site-based: Principals, Operations Associates, After School Coordinators
- Shared Services: CEO; CAO; Directors of Finance, Development, Operations, Talent/HR

<b>Contracts (initiated at sites)</b>			
<b>Threshold</b>	<b>Preparer</b>	<b>Reviewer</b>	<b>Signer</b>
Max \$5,000 (total outlay) and short term (Max 2 yrs.)	Principal / Ops Assoc.	CAO / Dir. Ops	Budget Manager
Over \$5,000 (total outlay) or long term (>2 yrs.)	Principal / Ops Assoc.	CAO / Dir. Ops	Dir. of Finance or CEO
Over \$50,000 (total outlay)	Varies	Approver: LCPS Board	Dir. of Finance or CEO
Special Exceptions: Transportation, overnight trips, any agreement requiring LCPS as an add'l insured or LCPS is indemnified	Principal / Ops Assoc.	CAO / Dir. Ops	Dir. of Finance or CEO
<i>*If any Signer / Reviewer is point person for contracting, arrange for a 2nd reviewer.</i>			
<b>Contracts (initiated by Shared Services, or covering across sites)</b>			
<b>Threshold</b>	<b>Preparer</b>	<b>Reviewer</b>	<b>Signer</b>
Max \$5,000 (total outlay) and short term (Max 2 yrs.)	Director / Staff	CAO / Dir. Ops	Budget Manager
Over \$5,000 (total outlay) or long term (>2 yrs.)	Director / Staff	CAO / Dir. Ops	Dir. of Finance or CEO
Over \$50,000 (total outlay)	Director / Staff	Approver: LCPS Board	Dir. of Finance or CEO
Special Exceptions: Any agreement requiring LCPS as an add'l insured or LCPS is idemnified	Director / Staff	CAO / Dir. Ops	Dir. of Finance or CEO
<i>*If any Signer / Reviewer is point person for contracting, arrange for a 2nd reviewer.</i>			
<b>Check Requests / Purchase Orders</b>			
<b>Threshold</b>	<b>Preparer</b>	<b>Reviewer</b>	<b>Signer</b>
Max \$5,000 (total outlay)	Fin. Asst.	Budget Manager	Budget Manager
Over \$5,000 (total outlay)	Fin. Asst.	Budget Manager	Dir. of Finance or CEO
Over \$50,000 (total outlay)	Fin. Asst.	Approver: LCPS Board	Dir. of Finance or CEO
<b>A/P Invoices &amp; Check Signing</b>			
<b>Threshold</b>	<b>Preparer</b>	<b>Reviewer</b>	<b>Signer</b>
Under \$50,000	Fin. Asst.	Sr. Accountant	Dir. of Finance

Max \$50,000 (total outlay) and not previously approved by Board via contract	Fin. Asst.	Approver: LCPS Board	Dir. of Finance
<b>Payroll</b>			
<b>Threshold</b>	<b>Offer</b>	<b>Preparer</b>	<b>Signer</b>
Employee Agreements	HR Generalist	HR Generalist	Dir. of Talent
Semi-Monthly Payroll	N/A	Staff Accountant	Dir. of Finance
Annual Reviews	Twice annually, the Finance Committee Chair will review the payroll register for reasonability (checks for: 1. total from register matching total reported out, and 2. compensation paid to senior management) This is to occur early in each school year (i.e., Sept. payroll), and once more at a randomized time, at the request of the Finance Committee chair.		
<b>Credit Cards</b>			
See Appendix 3	-	-	-

**Appendix 2:**  
Reporting Matrix

<i>Financial Reporting Matrix</i>		
<b>Audience for Financial Reviews</b>	<b>Frequency</b>	<b>Scope of Financial Statements</b>
LCPS Board	Bimonthly (2nd Wednesdays of even months)	<b>YTD:</b> LCPS Consolidated for Summary & ADA <b>Cash Flow:</b> Current and following year <b>Balance Sheet:</b> LCPS Consolidated + Finance Committee Memo, modified as needed
LCPS Finance Committee	Bimonthly (prior to Board Meetings)	<b>YTD:</b> LCPS Consolidated for Summary, ADA, by Budget Category <b>Cash Flow:</b> Current and following year <b>Balance Sheet:</b> LCPS Consolidated + Memo
CEO / CAO	Monthly	<b>YTD:</b> LCPS Consolidated for Summary, ADA, Line Item detail <b>Cash Flow:</b> Current and following year <b>Balance Sheet:</b> N/A
Principals	Monthly	<b>YTD:</b> for their respective site, showing Summary, ADA, Line Item detail <b>Cash Flow:</b> N/A <b>Balance Sheet:</b> N/A
Operations Associates	Quarterly	<b>YTD:</b> for their respective site, showing Line Item detail for Operational budgets <b>Cash Flow:</b> N/A <b>Balance Sheet:</b> N/A
Shared Service Directors (3)	Quarterly	<b>YTD:</b> for LCPS, showing Line Item detail for their respective budgets <b>Cash Flow:</b> N/A <b>Balance Sheet:</b> N/A



**Appendix 3:**  
LCPS authorized Credit Card Users

Position	Monthly Credit Limit is not to exceed: *	Current Individual(s), as of: <del>7/31/2020</del> <u>8/13/19</u>
CEO	\$10,000	<del>Rich Harrison</del> <u>Jenna Stauffer</u>
CAO Principals	\$5,000	Shannon Wheatley Tina Hernandez Kelly Lara Robbie Torney Jeff Camarillo
Shared Service Directors (Ops, HR/Talent, Development)	\$2,500	Arlene Aldrette Anna Martin Karen Fee
Operations Associates	\$2,500	Eleazar Madrid Franklin Zuniga
<del>Finance Associate</del> <u>Finance Assistant</u> **	\$10,000	Gertrude <del>Agbontaen</del> <u>Igbineweka</u>
Director of Finance	\$ <del>100,000</del> <u>100,000</u> ***	Brandon Paige

\* No user should maintain a monthly credit limit in excess of their Approval limit for invoices.

\*\* The ~~Finance Associate~~ Finance Assistant is not an individual with Approval authorization. She/he is authorized to hold a card. She/he is authorized only to use this card at the direction of, and with express written approval, of an authorized Approver, as dictated in the LCPS Approval Matrix.

\*\*\* LCPS maintains a board-approved credit line of \$100,000. The Director of Finance is approved up to \$10,000 for emergency purchases requiring a card. The \$100,000 listed indicates overall oversight for the Wells Elite credit card.

# Coversheet

## Election of New Board Member - Kenya Williams

<b>Section:</b>	III. Discussion and Approval Items
<b>Item:</b>	B. Election of New Board Member - Kenya Williams
<b>Purpose:</b>	Vote
<b>Submitted by:</b>	
<b>Related Material:</b>	Kenya_Williams_Redacted.pdf

# Kenya Williams



Authorized to work in the US for any employer

## Work Experience

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### **Director of Charter Operations**

Caliber Public Schools - Vallejo, CA

August 2018 to Present

- Responsible for management and coordination of K-8 Charter School Operations. Work with school leaders to coordinate, plan and implement school systems.
- Managing all school site operations - hiring and managing the work and performance of front office, food service, and custodial staff
- Managing the procurement and inventory of school supplies and equipment, operational vendors (e.g., food service, maintenance, custodial, etc.) to ensure compliance with the school's needs.
- Coordinating and host on-campus and off-campus events, including field trips and site visits from outside agencies, donors, etc.
- Managing the family portal and annual student application process - collecting and tracking student applications, overseeing the lottery process, managing the waitlist, and communicating regularly with families.
- Implementing and managing communication systems with families (e.g. website, social networking, newsletters, mailings, flyers)
- Overseeing school operations budget and finances.
- Compliance of cumulative records, board meetings, students information systems
- Maintain and troubleshoot school equipment, including, copy machines, printers, fax machines and scanners
- Complete and submit expense reports and reimbursement requests. Track and audit teacher and department budget and expenditures
- Project Manager for Charter Renewal and Charter Petitions.

### **Director of Operations**

Richmond College Prep - Richmond, CA

August 2012 to July 2018

- Responsible for collection, timely submission and full compliance of student and staff data that result in school funding - Cal pads, Powerschool, CBEDS, LCFF and Civil Rights Data
- Process all business invoices including payments, independent contractors, staff payroll and reimbursements
- Work directly with CEO and Board of Directors on business matters including attend all Board meetings, create agendas and minutes, and work with stakeholders and benefactors.
- Work closely with WCCUSD, CDE and County for all mandatory data submission including Charter Petition/Renewal, LCAP, School Site Plan, SARC

- Member and coordinator for family engagement activities such as school site council, parent meetings, class volunteers and tutors.
- CELDT/ELPAC Coordinator - testing supply management, student results, attend training. Work with staff on reclassification with ELD staff and teachers
- Direct support staff - supply orders, field trips, transportation, school visits, curriculum, training and substitute fulfillment
- Technology Coordinator - worked with team to create new website, order and maintenance of classroom 1:1 Chromebooks, internet connections and troubleshooting, ERATE Coordinator
- Child Nutrition Coordinator for submission and reimbursement for Free and Reduced lunches. Working closely with meal vendors and train staff on compliance and data collection

### **Admissions Coordinator**

Education Unlimited - Berkeley, CA

June 2006 to August 2012

- Coordinate application process for high volume summer programs, including Public Speaking Institute, Sally Ride Science Camp and College Tours
- Manage student enrollment, financial records and database
- Provide online, email and personal customer service for all student and parent applicants
- Conduct interviews with applicants for summer camp staff positions
- Participate in outreach events at High Schools, Universities and conferences
- Developing and implementing both email and direct mail marketing campaigns

## Education

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### **Bachelor's**

Howard University - Washington, DC

## Skills

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- Team Lead
- Operation
- Project Management
- Microsoft Office

# Coversheet

## Alumni Board Fellowship

**Section:** III. Discussion and Approval Items  
**Item:** C. Alumni Board Fellowship  
**Purpose:** Discuss  
**Submitted by:**  
**Related Material:** Alumni Board Member Fellowship — Description.pdf



## **Lighthouse Community Public Schools Alumni Board Member Fellowship**

The Lighthouse Community Public Schools (LCPS) Board of Directors invites Lighthouse High School graduates to join the board as an Alumni Board Member Fellow. The purpose of this Fellowship is two-fold: 1) bring alumni voice and perspective to the board discussions and decisions, and 2) provide an opportunity for alumni to experience the participation, mentorship, and leadership growth opportunities of professional board participation.

As an Alumni Board Member Fellow, you'll learn about how professional boards function to govern and support an organization like LCPS. You won't be a voting member of the board, but you'll be encouraged to contribute to discussions and give your perspective. At the end of the six-month Fellowship, you may be asked to join the board as a full member.

**Who may apply?** Any Lighthouse graduate who graduated two or more years ago.

**Why apply?** Alumni representation on the LCPS Board of Directors is an authentic way for the current board to better understand the experience of being a student at Lighthouse and a recent graduate attending college and/or entering the workforce. Your voice and experience will help inform policies and decisions made by the board that impact teachers, students, and families.

## **Alumni Board Member Fellow Expectations**

### **You'll be asked to:**

- Meet with a current board member mentor a minimum of once a month beginning January 4, 2021, until June 30, 2021.
- Attend three 2021 Board meetings: February 10, April 14, and June 9 all at 6:00 pm via Zoom or in-person, depending on the meeting format.
- Read all materials sent out before the board meeting.
- Engage in the board meetings — ask questions, give input.
- Attend fundraising events and invite others to join you, particularly other Lighthouse Alumni.

### **You can expect to:**

- Learn more about how the LCPS Board of Directors governs and supports LCPS.
- Gain leadership skills and experience.
- Make contacts with the professionals serving on the board.
- Build your resume with professional experience.
- Build your professional network by either making professional connections with a specific board member in your field or leveraging the networks of current board members.

### **Selection Process and Timing:**

Eligible alumni are invited to fill out [this form](#) to indicate interest in board membership as an Alumni Board Member Fellow. All alumni who fill out the form will be contacted by an LCPS staff member or current board member for a conversation during which both the applicant and staff member or board member representative can interview each other and ask clarifying questions.

After this conversation, an LCPS staff member will follow-up with you.

If selected, Alumni Board Member Fellowships begin January 4, 2021, and will end June 30, 2021. After this term, you may be asked to join the board as a full member.

### **List of current LCPS Board of Directors**

**Wayne Delker**, Chief Innovation Officer of The Clorox Company (retired)

**Melissa Barnes-Dholakia**, founder of MBD Consulting

**Tina Enagbare**, Assistant Vice President of Talent, Peer Health Exchange

**Eduardo Figueroa**, Student at UC Berkeley, School of Law (Lighthouse High School alum)

**Kimi Kean**, Independent Education Consultant — *Board Chair*

**Mark Milner**, Risk Management, Finance and Analytics Executive and Consultant (retired)

**Alicia Moore**, Senior Vice President, Wells Fargo

**Soo Zee Park**, Chief Operating Officer, Leadership Public Schools

**Brian Rogers**, CEO, Rogers Family Foundation

**Sara Solar**, Director of Talent Partnerships and Programs, Educate78 — *Board Vice Chair*

**Brandon Wall**, Data Scientist, InClassToday

If you have any questions, please email: [info@lighthousecharter.org](mailto:info@lighthousecharter.org)

(updated 8/6/20)

# Coversheet

## CEO COVID-19 Resolution

**Section:** III. Discussion and Approval Items  
**Item:** D. CEO COVID-19 Resolution  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:**  
Lighthouse Board CEO COVID-19 FINAL 081020.pdf  
Lighthouse Board CEO COVID 19 Resolution FINAL 082620 V2.pdf



**Lighthouse Community Public Schools Board of Directors**  
**Resolution #FY21-07-01**  
**CONCERNING MEASURES TO ADDRESS ONGOING**  
**IMPACTS OF COVID-19 DURING SCHOOL RE-OPENING**

WHEREAS, Lighthouse Community Public Schools (“LCPS”) manages, operates and directs the operations of Lighthouse Community Charter School, Lighthouse Community Charter High School, and Lodestar: A Lighthouse Community Charter Public School (“Charter Schools”) in California; and

WHEREAS, the safety and well-being of all students, employees, parents and stakeholders of the Lighthouse Community Public School community is paramount; and

WHEREAS, equitable access to educational programs is essential for the student population that our Charter Schools serve; and

WHEREAS, on March 4, 2020 the Governor of the State of California declared a statewide emergency relating to the COVID-19 pandemic; and

WHEREAS, the Governor has directed state agencies to provide updated and specific guidance to schools; and

WHEREAS, the Governor has issued Executive Orders pertaining to school closures and other COVID-19 mitigation issues; and

WHEREAS, LCPS has been monitoring advice provided by local, state, and federal authorities including, but not limited to, the California Department of Education (“CDE”), Alameda County Office of Education, Centers for Disease Control, Governor’s Office, California Department of Public Health, and Alameda County Department of Public Health (“Relevant Authorities”); and

WHEREAS, guidance and directives from Relevant Authorities continues to rapidly evolve in response to new scientific knowledge, as well as changes to local infection rates in the communities served by the Charter Schools; and

WHEREAS, time will often be of the essence in responding to new guidance and directives issued by Relevant Authorities in order to protect the health of our students, employees and campus visitors; and

WHEREAS, the State of California has now issued guidance allowing public schools to re-open with certain significant modifications and subject to local conditions that will likely require schools to open initially without any instruction occurring at the school sites; and

WHEREAS, the CDE issued guidance pertaining to school re-openings on June 8, 2020; and

WHEREAS, the Alameda County Public Health Officer has ongoing authority to take steps as necessary to protect the health of Alameda County students and the general public and we do not know at this time whether some or all of the LCPS Charter Schools' campuses will be allowed to re-open, re-open with modifications, or not re-open at all; and

WHEREAS, LCPS must begin taking steps to plan for re-opening in order to be able to re-open safely and smoothly in the event re-opening is permitted; and

WHEREAS, the LCPS Board anticipates that guidance from federal, state, and local officials will continue to change in response to the rapidly evolving pandemic and this necessitates a broad delegation of authority to the LCPS Charter Schools' leadership team to respond in real time both to the pandemic and issues caused by the pandemic; and

WHEREAS, the pandemic has also caused substantial economic disruption to the State of California that will impact the Charter Schools' public funding in significant but as yet unknown ways that necessitate the Board delegating more authority to the Chief Executive Officer to manage the budgets of the Charter Schools in the context of reduced and/or delayed state funding; and

WHEREAS, there are numerous legal and organizational impacts to decisions made in response to the COVID-19 virus and strict adherence to provisions in existing school policies and/or procedures of the Charter Schools might prevent, hinder, or delay appropriate actions to prevent and mitigate the effects of COVID-19;

NOW THEREFORE BE IT RESOLVED THAT the Board of Directors of LCPS directs the following:

1. The Chief Executive Officer is authorized to develop and implement plans for re-opening schools ("Plan") during the 2020-21 school year in accordance with guidance and/or directives from the chartering authority, and local, state or federal government officials, including, but not limited to, Relevant Authorities.
2. The Plan shall include, but is not limited to: (a) any changes necessary to comply with public health guidance and directives from Relevant Authorities (including but not limited to: physical distancing requirements, cleaning requirements, screening requirements, hygiene training, protective equipment, quarantine area(s), transportation plans and vehicle infection control, Cal/OSHA requirements, lunch and recess period procedures, nutrition service changes, addressing needs of students and employees with underlying health conditions, etc.); and (b) changes to each school's educational program (including but not limited to: changes necessary to support physical distancing, instructional schedule, assessment of student needs and progress, interventions, social-emotional learning, technology needs, meeting the needs of special education students and English Learners, distance learning options, etc.) including the before-and-after school programs, the day care programs, the professional development and training of employees, and the engagement and communication with stakeholders relating to the Plan. Communications relating to the pandemic and the Plan will be translated into languages spoken by families at home to the extent practicable.

3. The Chief Executive Officer shall review and update the Emergency Preparedness Plan, School Safety Plan, Continuity of Operations Plan and Pandemic Plan of the Charter Schools and LCPS as necessary to comply with guidance and directives from Relevant Authorities and other government agencies.
4. The Chief Executive Officer shall have the authority to close one or more of the Charter Schools' buildings or campuses during some or all of the 2020-21 academic year should the chartering authority, or local, state, or federal government officials, including, but not limited to Relevant Authorities, direct or recommend the closure as a result of a resurgence of COVID-19 or some other health emergency.
5. The Chief Executive Officer or designee shall have the additional authority to direct the closure of one or more of the Charter Schools or classrooms or facilities for additional periods not covered in Paragraph 4 based on the Chief Executive Officer's determination that it is necessary to protect student and/or employee health and safety as a result of a resurgence of COVID-19 or some other health emergency.
6. In order to immediately protect the health and safety of students and/or employees, the Chief Executive Officer may temporarily waive (up to two weeks) any school or organization-wide policy or procedure to implement directives and/or guidance from Relevant Authorities.
7. The Chief Executive Officer shall have the authority to exclude anyone from school campus(es) other than students and employees, including parents and volunteers, in order to minimize risk of COVID-19 exposure from the surrounding community.
8. In order to immediately protect the health and safety of students and employees, the Chief Executive Officer or designee may exclude students or employees from school or school activities as necessary to implement guidance or directives from Relevant Authorities or applicable law.
9. The Chief Executive Officer or designee may hire additional employees or independent contractors as necessary or convenient for purposes of performing tasks recommended by Relevant Authorities or that the Chief Executive Officer deems necessary in their discretion to mitigate the actual or potential impacts of COVID-19.
10. As necessary, the Chief Executive Officer, in consultation with LCPS legal counsel, is directed to negotiate any necessary changes to or cancelations of other nonemployment contracts in order to mitigate losses that the Charter Schools would otherwise incur, or to provide different levels and types of services needed, as a result of actual or potential impacts of COVID-19.
11. The Chief Executive Officer or designee may direct that some or all parent meetings, conferences, discussions, or other required parent interactions be held telephonically or by video conference in order to minimize potential exposure of students and employees by parents or other community members.

12. As necessary, the Chief Executive Officer, in consultation with Charter Schools' legal counsel, is directed to negotiate and implement revisions to employment agreements for unrepresented employees relating to impacts on the terms and conditions of employment caused by the actual or potential impacts of COVID-19.
13. The Chief Executive Officer, in consultation with Charter Schools' granting agency and in alignment with relevant authorities, if required, may implement revisions to the academic calendar for the 2020-21 academic year, if necessary.
14. The Chief Executive Officer or designee shall prepare and file all necessary requests and supporting documentation to preserve full apportionment funding.
15. The Chief Executive Officer may continue to approve use of distance learning programs designed to serve students who otherwise might be unserved. This shall be done in accordance with applicable state legal requirements.
16. The Chief Executive Officer or designee may restrict or cancel the use of school facilities by off-campus groups and may restrict or cancel extra-curricular activities, field trips, sports, or other school activities sponsored by student or parent groups.
17. The Chief Executive Officer shall have the authority to reduce non-compensation expenditures in any budget category and re-allocate funds to cover costs associated with re-opening and operating Charter Schools in accordance with guidance and directives of Relevant Authorities and the Plan.
18. The Chief Executive Officer, after consulting the Board Chair, shall have the authority to exceed the limit that would ordinarily trigger the requirement to also obtain approval of the Board of Directors under Board fiscal policies in order to pay for expenses related to the implementation of guidance and directives from Relevant Authorities and other government agencies relating to the re-opening or operation of the Charter Schools and to implement the Plan. However, the cumulative total of such expenses shall not reduce the unrestricted reserves of any charter school operated by LCPS to lower than three percent (3%) without prior approval of the Board of Directors, and shall not reduce the 2020-21 Change in Unrestricted Net Assets to less than 3.2% of Operating Expenses. Additionally, all such expenditures shall be reported to the Board and ratified at the Board's next regularly scheduled meeting. The Chief Executive Officer and Board Chair shall be mindful of the Charter School's current fiscal condition in authorizing such expenditures.
19. The Chief Executive Officer is authorized to enter into contracts for loans, revenue anticipation notes, and receivable sales to provide cash flow financing to the Charter Schools that is necessary to cover deferrals in state apportionment payments to the Charter Schools. The Chief Executive Officer shall provide advance notice to the Board of such financing transactions whenever possible and will consult with the LCPS Board Chair and Chair of the Finance committee regarding all such financing transactions.
20. The Chief Executive Officer is authorized to seek material revisions to charters of the Charter Schools, as necessary, to implement the Plan to reopen schools, other changes that may be

necessary to ensure the fiscal stability of LCPS and the Charter Schools, or to maintain the educational excellence of the Charter Schools' programs during the pandemic.

21. The Chief Executive Officer shall have the authority to commence and defend litigation on behalf of LCPS and the Charter Schools that relates to or arises out of the pandemic. This authority shall include, but not be limited to claims and lawsuits relating to employees, students, parents, and volunteers who bring claims due to illness or that arise as a result of the Charter Schools implementing the Plan or guidance and directives of Relevant Authorities or other government agencies. The Chief Executive Officer shall notify the Board of Directors of any lawsuit or claim brought against LCPS or its Charter Schools within thirty (30) days.
22. The Chief Executive Officer is authorized to seek and accept donations from private sources and to apply for and accept funding from public sources including, but not limited to disaster relief funds, to cover the costs of implementing the Plan and/or following the guidance and directives of Relevant Authorities.
23. The Chief Executive Officer shall consult with the Charter Schools' insurer and/or legal counsel for any advice as to how to deal with virus-related issues.
24. The Chief Executive Officer is directed to inform families about the Plan and updates to information and directives being received from Relevant Authorities relating to the pandemic as determined in the Chief Executive Officer's reasonable judgment.
25. The Chief Executive Officer shall keep the Charter Schools' Board informed of the implementation of the provisions of this Resolution. In addition, the Chief Executive Officer shall keep the Charter Schools' parents updated on development and implementation of the Plan.
26. In anticipation that the pandemic may continue past the 2020-21 academic year, this Resolution shall remain in effect through June 30, 2021 unless modified or terminated prior to that time by action of the LCPS Board of Directors.

PASSED AND ADOPTED by the Board of Directors of Lighthouse Community Public Schools on this 29th day of July, 2020.

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

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Secretary

## Lighthouse Community Public Schools

## **Lighthouse Community Public Schools Board of Directors**

### **Resolution #FY21-07-01**

## **CONCERNING MEASURES TO ADDRESS ONGOING IMPACTS OF COVID-19 DURING SCHOOL RE-OPENING**

WHEREAS, Lighthouse Community Public Schools (“LCPS”) manages, operates and directs the operations of Lighthouse Community Charter School, Lighthouse Community Charter High School, and Lodestar: A Lighthouse Community Charter Public School (“Charter Schools”) in California; and

WHEREAS, the safety and well-being of all students, employees, parents and stakeholders of the Lighthouse Community Public School community is paramount; and

WHEREAS, equitable access to educational programs is essential for the student population that our Charter Schools serve; and

WHEREAS, on March 4, 2020 the Governor of the State of California declared a statewide emergency relating to the COVID-19 pandemic; and

WHEREAS, the Governor has directed state agencies to provide updated and specific guidance to schools; and

WHEREAS, the Governor has issued Executive Orders pertaining to school closures and other COVID-19 mitigation issues; and

WHEREAS, LCPS has been monitoring advice provided by local, state, and federal authorities including, but not limited to, the California Department of Education (“CDE”), Alameda County Office of Education, Centers for Disease Control, Governor’s Office, California Department of Public Health, and Alameda County Department of Public Health (“Relevant Authorities”); and

WHEREAS, guidance and directives from Relevant Authorities continues to rapidly evolve in response to new scientific knowledge, as well as changes to local infection rates in the communities served by the Charter Schools; and

WHEREAS, time will often be of the essence in responding to new guidance and directives issued by Relevant Authorities in order to protect the health of our students, employees and campus visitors; and

WHEREAS, the State of California has now issued guidance allowing public schools to re-open with certain significant modifications and subject to local conditions that will likely require schools to open initially without any instruction occurring at the school sites; and

WHEREAS, the CDE issued guidance pertaining to school re-openings on June 8, 2020; and

WHEREAS, the Alameda County Public Health Officer has ongoing authority to take steps as necessary to protect the health of Alameda County students and the general public and we do not know at this time whether some or all of the LCPS Charter Schools' campuses will be allowed to re-open, re-open with modifications, or not re-open at all; and

WHEREAS, LCPS must begin taking steps to plan for re-opening in order to be able to re-open safely and smoothly in the event re-opening is permitted; and

WHEREAS, the LCPS Board anticipates that guidance from federal, state, and local officials will continue to change in response to the rapidly evolving pandemic and this necessitates a broad delegation of authority to the LCPS Charter Schools' leadership team to respond in real time both to the pandemic and issues caused by the pandemic; and

WHEREAS, the pandemic has also caused substantial economic disruption to the State of California that will impact the Charter Schools' public funding in significant but as yet unknown ways that necessitate the Board delegating more authority to the Chief Executive Officer to manage the budgets of the Charter Schools in the context of reduced and/or delayed state funding; and

WHEREAS, there are numerous legal and organizational impacts to decisions made in response to the COVID-19 virus and strict adherence to provisions in existing school policies and/or procedures of the Charter Schools might prevent, hinder, or delay appropriate actions to prevent and mitigate the effects of COVID-19;

NOW THEREFORE BE IT RESOLVED THAT the Board of Directors of LCPS directs the following:

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2. The Plan shall include, but is not limited to: (a) any changes necessary to comply with public health guidance and directives from Relevant Authorities (including but not limited to: physical distancing requirements, cleaning requirements, screening requirements, hygiene training, protective equipment, quarantine area(s), transportation plans and vehicle infection control, Cal/OSHA requirements, lunch and recess period procedures, nutrition service changes, addressing needs of students and employees with underlying health conditions, etc.); and (b) changes to each school's educational program (including but not limited to: changes necessary to support physical distancing, instructional schedule, assessment of student needs and progress, interventions, social-emotional learning, technology needs, meeting the needs of special education students and English Learners, distance learning options, etc.) including the before-and-after school programs, the day care programs, the professional development and training of employees, and the engagement and communication with stakeholders relating to the Plan. Communications relating to the pandemic and the Plan will be translated into languages spoken by families at home to the extent practicable.



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9. The Chief Executive Officer or designee may hire additional employees or independent contractors as necessary or convenient for purposes of performing tasks recommended by Relevant Authorities or that the Chief Executive Officer deems necessary in their discretion to mitigate the actual or potential impacts of COVID-19 as long as the provisions of paragraph 18 below are met.
10. As necessary, the Chief Executive Officer, in consultation with LCPS legal counsel, is directed to negotiate any necessary changes to or cancelations of other nonemployment contracts in order to mitigate losses that the Charter Schools would otherwise incur, or to provide different levels and types of services needed, as a result of actual or potential impacts of COVID-19.
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PASSED AND ADOPTED by the Board of Directors of Lighthouse Community Public Schools on this 29th day of July, 2020.

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

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Secretary

Lighthouse Community Public Schools

# Coversheet

## Board Assessment

<b>Section:</b>	III. Discussion and Approval Items
<b>Item:</b>	F. Board Assessment
<b>Purpose:</b>	Discuss
<b>Submitted by:</b>	
<b>Related Material:</b>	Board Assessment Report.pdf

# FY19-20 Board Assessment

## Board Assessment Report

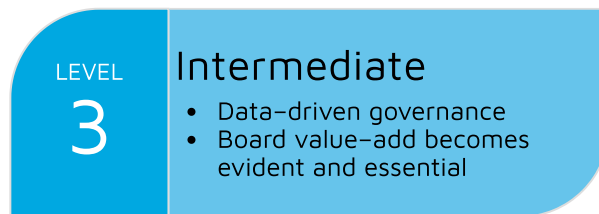
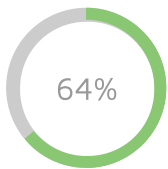
OPENED 6/11/2020

CEO RH Rich Harrison





BOARD MEMBERS AM Alicia Moore BW Brandon Wall BR Brian Rogers EF Eduardo Figueroa  
KK Kimi Kean MM Mark Milner MB Melissa Barnes-Dholakia SS Sara Solar  
SP Soo Zee Park WD Wayne Delker

## Overall Score

Completed



### LEGEND

-  Average for all participating board members
-  One CEO
-  One individual board member
-  Insufficient Data

# Summary

	Board	CEO
Board Meetings	LEVEL 4	LEVEL 1
Board Structure	LEVEL 4	LEVEL 4
Board Composition	LEVEL 4	LEVEL 3
Board Recruitment	LEVEL 2	LEVEL 1
Board Goals & Accountability	LEVEL 1	LEVEL 1
Finance	LEVEL 4	LEVEL 1
Development	LEVEL 2	LEVEL 1
Academic Oversight	LEVEL 4	LEVEL 1
CEO Support & Evaluation	LEVEL 3	LEVEL 1
BoardSavvy CEO	LEVEL 3	LEVEL 1

# Detail

LEVEL  
1

LEVEL  
2

LEVEL  
3

LEVEL  
4

LEVEL  
5

Board Meetings	CEO			BOARD	
Board Structure				BOARD CEO	
Board Composition			CEO	BOARD	
Board Recruitment	CEO		BOARD		
Board Goals & Accountability	BOARD CEO				
Finance	CEO			BOARD	
Development	CEO		BOARD		
Academic Oversight	CEO			BOARD	
CEO Support & Evaluation	CEO			BOARD	
BoardSavvy CEO	CEO			BOARD	



# Board Meetings

LEVEL  
1

LEVEL  
2

LEVEL  
3

LEVEL  
4

LEVEL  
5

Yearly Meeting Plan	CEO		BOARD		
Board Meeting Agenda				CEO	BOARD
Board Meeting Materials	CEO				BOARD
Board Meeting Content	BOARD CEO				
Board Meeting Facilitation	CEO				BOARD
Board Meeting Minutes					BOARD CEO
Board Meeting Evaluation	BOARD CEO				
Open Meeting Law Compliance	CEO		BOARD		

# Board Structure

	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5
Bylaws				BOARD	CEO
Job Descriptions	CEO	BOARD			
Officers				BOARD CEO	
Committees					BOARD CEO

# Board Composition

	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5
Board Size				BOARD	CEO
Previous Governance Experience	BOARD CEO				
Skills and Expertise		BOARD			CEO
Diversity	BOARD CEO				
Level of Objectivity					BOARD CEO

# Board Recruitment

	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5
Recruitment Plan	BOARD CEO				
Recruitment Process	CEO		BOARD		
Board Recruitment Pipeline	BOARD CEO				
Role of the CEO in Board Recruitment	CEO				BOARD
Orientation	CEO	BOARD			

# Board Goals & Accountability

	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5
Board Goals	BOARD CEO				
Accountability	BOARD CEO				

# Finance

LEVEL  
1

LEVEL  
2

LEVEL  
3

LEVEL  
4

LEVEL  
5

Financial Oversight			CEO		BOARD
Financial Policies and Procedures				BOARD CEO	
Financial Controls	CEO				BOARD
Financial Reports		CEO			BOARD
Developing Realistic Budgets	CEO				BOARD
Board Education	CEO	BOARD			
Annual Audit/990	CEO			BOARD	
Financial Compliance	CEO	BOARD			
Support of the CEO		CEO			BOARD

## Development

LEVEL  
1

LEVEL  
2

LEVEL  
3

LEVEL  
4

LEVEL  
5

Philosophical Alignment	CEO			BOARD	
Strategic Fund Development Plan	CEO	BOARD			
Accountability	CEO		BOARD		
Board Training	BOARD CEO				

## Academic Oversight

LEVEL  
1

LEVEL  
2

LEVEL  
3

LEVEL  
4

LEVEL  
5

Clarity of Vision			CEO	BOARD	
Roadmap	CEO			BOARD	
Charter Obligations		BOARD	CEO		
Standardized Testing	CEO				BOARD
Comparative Data	CEO			BOARD	
Board Education	CEO			BOARD	

# CEO Support & Evaluation

LEVEL  
1

LEVEL  
2

LEVEL  
3

LEVEL  
4

LEVEL  
5

Governance/Management	CEO				BOARD
Partnership with CEO			CEO		BOARD
CEO Evaluation	CEO		BOARD		
CEO Support	CEO		BOARD		

# BoardSavvy CEO



Governance Knowledge	BOARD			CEO	
Governance Prioritized	CEO			BOARD	
Board Education	CEO				BOARD
Setting Strategic Direction	CEO				BOARD
Communication	CEO				BOARD
Succession Planning	BOARD CEO				

Generated on Aug 19, 2020 at 10:55 PM PDT by Rich Harrison

# Coversheet

## Organizational Alignment Priorities and OKR Dashboard

<b>Section:</b>	III. Discussion and Approval Items
<b>Item:</b>	G. Organizational Alignment Priorities and OKR Dashboard
<b>Purpose:</b>	Discuss
<b>Submitted by:</b>	
<b>Related Material:</b>	LCPS - Board Dashboard Update.pdf





# LCPS - Dashboard Update

- LCPS 2020-21 Alignment Priorities and OKRs
- LCPS Board Arc of the Year
- **Example** LCPS Board Dashboard

<p><b>QUALITY</b></p> <p>All Students, every day.</p>	<p><b>Priority #1: Educational Justice and Excellence:</b> Dramatically improve the quality and create non-racialized outcomes of our academic program.</p> <ol style="list-style-type: none"> <li><b>LCPS Model Articulation:</b> Develop clear academic programs and expectations aligned to grade-level standards. Lighthouse instructional stances, and college readiness.</li> <li><b>Strategic Execution of our Academic Core:</b> Consistently implement LCPS core assessments, instructional practices, and curriculum aligned to EL Education across our schools.</li> <li><b>System-Wide Tools and Processes:</b> Manage the quality of instruction and crew with system-wide tools and processes with fidelity across our schools.</li> <li><b>Teacher, Leader, and Staff Development:</b> Implement clear talent development strategies for instructional staff. The 2020-21 SY will focus on quality curriculum delivery, instructional effectiveness of virtual and in person learning, and assessment implementation.</li> </ol>	<p><b>1. Our students are at school and engaged every day.</b></p>	<p>A) Attain attendance/ engagement + work completion rates of 96%+ at each school and across all student groups.</p>
<p><b>CULTURE</b></p> <p>All Belong.</p> <p>All take responsibility for equity.</p>	<p><b>Priority #2: Culture of Shared Responsibility for Equitable Outcomes:</b> With an equity lens, strengthen our leadership with 100% follow through on our OKRs, monitoring our progress, and our individual and team expectations.</p> <ol style="list-style-type: none"> <li><b>LCPS Alignment Priorities:</b> Focus the LCPS leadership and board on a few, high-leverage priorities grounded in equitable outcomes.</li> <li><b>Accountability:</b> Model accountability through frequent monitoring of progress toward our priorities, key results, and disaggregated data by race or other student sub groups (ELL, SWD, SES)</li> </ol> <p><b>Priority #3: DEI Integration:</b> Develop a yearly Action Plan grounded in our Diversity, Equity, and Inclusion Pillars and Commitments with a focus on addressing Anti-Blackness and systemic racism throughout LCPS.</p> <ol style="list-style-type: none"> <li><b>Ownership and Planning:</b> Continue our DEI work with a clear action plan.</li> <li><b>Connection to Quality &amp; Academic Outcomes:</b> Interrupt racialized outcomes for our African American and Latinx students and make explicit DEI connections to our academic program, student and family experiences, and college/career readiness.</li> <li><b>Teacher and Leader Pipelines:</b> Intentionally develop leadership pipelines and professional development opportunities for our African American and Latinx teachers, deans, APs, and principals.</li> </ol>	<p><b>2. Our students are learning, equipped with SEL skills, and meeting growth/ performance targets to succeed in college.</b></p>	<p>A) Meet 50% proficiency across SBAC (or equivalent on MAP/ANET)ELA &amp; Math across Grades 3-8; for Grade 11, 50% in Math and 75% in ELA; eliminate local and state variances by student sub groups.</p>
<p><b>IMPACT</b></p> <p>All in. In Oakland.</p>	<p><b>Priority #4: Powerful Community Engagement:</b> Build stronger relationships and political presence in our Oakland Community.</p> <ol style="list-style-type: none"> <li><b>Empowering Informed Voices:</b> Build shared leadership in our students and families through effective School Site Councils (SSC/ELAC) and uplift Black and Brown excellence and joy in our Oakland Community</li> <li><b>Political Visibility:</b> Organize, mobilize, and be politically visible in school board elections and charter renewals.</li> </ol> <p><b>Priority #5: Strong and Sustainable Financial Model:</b> Ensure strong, sustainable financial model in response to our state funding challenges</p> <ol style="list-style-type: none"> <li><b>Prioritization and Planning:</b> Ensure LCPS is financially solvent through judicious financial planning and prioritization across the organization</li> </ol>	<p><b>3. We grow and develop in the service of our students.</b></p>	<p>A) 100% of all staff receive a documented biweekly 1:1 check-in with a direct supervisor grounded in observation, data, feedback, and/or development.</p>
		<p><b>4. We create safe, inclusive, and equitable conditions and outcomes for all of our stakeholders.</b></p>	<p>A) Reduce suspension rates across all student groups to &lt;2%, particularly our African American and SWD.</p> <p>B) 70% positive responses on Family Survey questions on Panorama across all student sub groups</p> <p>C) Increase teacher and operational staff engagement to 70% on annual Q12 across all demographic groups.</p> <p>D) Retain 85% of effective teachers and staff (as measured by LCPS Framework for Transformational Teaching and end-of-year review)</p> <p>E) 50% of all new instructional/ leadership staff for 2021-22 SY identify as African American and Latinx</p>
		<p><b>5. We guarantee our commitment to Oakland children and families.</b></p>	<p>A) Successfully renew charters at Lighthouse K-8 and Lodestar.</p> <p>B) Increase student retention year-over-year to 90% across sites and for all student groups, specifically our African American students.</p>
		<p><b>6. We have a sustainable financial model.</b></p>	<p>A) Enroll 100% of budgeted seats every day.</p> <p>B) Finish 2020-21 with a 3.2% contribution to reserves.</p>

<p><b>QUALITY</b></p> <p>All Students, every day.</p>	<p><b>Educational Justice &amp; Excellence:</b></p> <ul style="list-style-type: none"> <li>• First 3 weeks of School; Distance Learning update</li> <li>• Learning Continuity and Attendance Plan hearing and discussion</li> <li>• Update on Data and Elements from Charter Renewal</li> </ul>	<p><b>Educational Justice and Excellence:</b></p> <ul style="list-style-type: none"> <li>• Priority Update: Strategic Execution of Academic Core / System-Wide Tools and Processes</li> <li>• First Round of ANET Interim Assessments</li> <li>• Lighthouse K-8 Update</li> <li>• Lodestar 6-9 Update</li> </ul>	<p><b>Educational Justice and Excellence:</b></p> <ul style="list-style-type: none"> <li>• Priority Update: Teacher, Leader, and Staff Development</li> <li>• Second Round of ANET Interim Assessments</li> <li>• Lighthouse 9-12 Update</li> <li>• Lodestar K-5 Update</li> </ul>	<p><b>Educational Justice and Excellence:</b></p> <ul style="list-style-type: none"> <li>• Priority Update: Strategic Execution of Academic Core / System-Wide Tools and Processes</li> <li>• Third Round of ANET Interim Assessments</li> <li>• Lighthouse K-8 Update</li> <li>• Lodestar 6-9 Update</li> </ul>	<p><b>Educational Justice and Excellence:</b></p> <ul style="list-style-type: none"> <li>• Priority Update: LCPS Model Articulation</li> <li>• Fourth Round of ANET Interim Assessments</li> <li>• Lighthouse 9-12 Update</li> <li>• Lodestar K-5 Update</li> </ul>	<p><b>Educational Justice and Excellence:</b></p> <ul style="list-style-type: none"> <li>• EOY Review</li> <li>• Priority Update: LCPS Model Articulation</li> <li>• All Schools Update vs. EOY data</li> <li>• Academic Priorities for 2021-22 SY</li> </ul>
<p><b>CULTURE</b></p> <p>All Belong.</p> <p>All take responsibility for equity.</p>	<p><b>Culture of Shared Responsibility / DEI Integration:</b></p> <ul style="list-style-type: none"> <li>• Discussion of DEI Action Plan</li> </ul>	<p><b>Culture of Shared Responsibility / DEI Integration:</b></p> <ul style="list-style-type: none"> <li>• Priority Update: Alignment Priorities and Accountability - Student Subgroup trends for Attendance, Engagement, and Academics by school (Q1)</li> <li>• Baseline data (year over year)</li> <li>• Priority Update: DEI Action Plan</li> </ul>	<p><b>Culture of Shared Responsibility / DEI Integration:</b></p> <ul style="list-style-type: none"> <li>• Priority Update: Alignment Priorities and Accountability - Student Subgroup trends for Attendance, Engagement, and Academics by school (Q2)</li> <li>• Priority Update: Teacher and Leader Pipeline and Hiring strategy for 2021-22</li> <li>• MOY Student, Family, and Staff Surveys update; trends by school and subgroups</li> </ul>	<p><b>Culture of Shared Responsibility / DEI Integration:</b></p> <ul style="list-style-type: none"> <li>• Priority Update: Alignment Priorities and Accountability - Student Subgroup trends for Attendance, Engagement, and Academics by school (Q3)</li> <li>• Priority Update: DEI Action Plan</li> </ul>	<p><b>Culture of Shared Responsibility / DEI Integration:</b></p> <ul style="list-style-type: none"> <li>• Priority Update: Alignment Priorities and Accountability - Student Subgroup trends for Attendance, Engagement, and Academics by school (Q4)</li> <li>• Priority Update: Teacher and Leader Pipeline and Hiring update for 2021-22</li> <li>• EOY Student, Family, and Staff Surveys update; trends by school and subgroups</li> </ul>	<p><b>Culture of Shared Responsibility / DEI Integration:</b></p> <ul style="list-style-type: none"> <li>• EOY Review</li> <li>• Priorities Update: Student Subgroups Analysis, Teacher / Leadership Hiring</li> <li>• Organizational Culture Priorities for 2021-22 SY</li> <li>• DEI Action Plan for 2021-22 SY</li> </ul>
<p><b>IMPACT</b></p> <p>All in. In Oakland.</p>	<p><b>Powerful Community Engagement / Strong and Sustainable Finance:</b></p> <ul style="list-style-type: none"> <li>• Charter Renewal Update</li> <li>• Baseline Data on enrollment and student retention and attrition</li> <li>• Priority Update: Budget Update, Cash, Enrollment / Attendance, and Reserves</li> </ul>	<p><b>Powerful Community Engagement / Strong and Sustainable Finance:</b></p> <ul style="list-style-type: none"> <li>• Charter Renewal Update</li> <li>• Lodestar School Site Council (SSC) Update</li> <li>• Priority Update: Budget, Cash, Enrollment / Attendance, and Reserves</li> <li>• Budget Revision</li> <li>• Fund Development</li> </ul>	<p><b>Powerful Community Engagement / Strong and Sustainable Finance:</b></p> <ul style="list-style-type: none"> <li>• Charter Renewal Update</li> <li>• Lighthouse School Site Council (SSC) Update</li> <li>• MOY data update: enrollment and student attrition</li> <li>• Priority Update: Budget, Cash, Enrollment / Attendance, and Reserves</li> <li>• Annual Audit</li> <li>• Teacher and Staff Compensation Approval</li> </ul>	<p><b>Powerful Community Engagement / Strong and Sustainable Finance:</b></p> <ul style="list-style-type: none"> <li>• Lodestar School Site Council (SSC) Update</li> <li>• Baseline Data on enrollment and student retention</li> <li>• Priority Update: Budget, Cash, Enrollment / Attendance, and Reserves</li> <li>• Budget Update: January Revise</li> <li>• Auditor Approval</li> </ul>	<p><b>Powerful Community Engagement / Strong and Sustainable Finance:</b></p> <ul style="list-style-type: none"> <li>• Lighthouse School Site Council (SSC) Update</li> <li>• Priority Update: Budget, Cash, Enrollment / Attendance, and Reserves</li> <li>• LCAP Hearing</li> </ul>	<p><b>Powerful Community Engagement / Strong and Sustainable Finance:</b></p> <ul style="list-style-type: none"> <li>• Lodestar School Site Council (SSC) Update</li> <li>• Lighthouse School Site Council (SSC) Update</li> <li>• EOY data update: enrollment and student attrition</li> <li>• Priority Update: EOY Budget, Cash, Enrollment / Attendance, and Reserves</li> <li>• Approval of Budget for 2021-22</li> <li>• LCAP Approval</li> </ul>

Objectives	LCPS Key Results	Indicator	Pinestates	Lighthouse K-8	Lighthouse 7-12	Lodestar K-5	Lodestar 6-9	LCPS Aggregate	
<b>QUALITY</b> All Students, every day.	<b>1. Our students are at school and engaged every day.</b>	A) Attain attendance/ engagement + work completion rates of 96%+ at each school and across all student groups.	<ul style="list-style-type: none"> <li>Attendance Engagement(Y: 95-96)</li> </ul>	Green: 96%+ Yellow: 95-96% Red: below 95%	<ul style="list-style-type: none"> <li>%</li> <li>%</li> </ul>	<ul style="list-style-type: none"> <li>%</li> <li>%</li> </ul>	<ul style="list-style-type: none"> <li>%</li> <li>%</li> </ul>	<ul style="list-style-type: none"> <li>%</li> <li>%</li> </ul>	
	<b>2. Our students are learning, equipped with SEL skills, and meeting growth/ performance targets to succeed in college.</b>	A) Meet 50% proficiency across SBAC (or equivalent on MAP/ANET) ELA & Math across Grades 3-8; for Grade 11, 50% in Math and 75% in ELA; eliminate local and state variances by student sub groups.	<ul style="list-style-type: none"> <li>% Proficient on last ANET Interim: K-2 Standard Mastery in Altitude (Y: 45%-50%)</li> </ul>	Green: 50%+ Yellow: 45-49% Red: below 45%	<ul style="list-style-type: none"> <li>K-2: %</li> <li>3-5: %</li> <li>6-8: %</li> </ul>	<ul style="list-style-type: none"> <li>9-10: %</li> <li>11-12: %</li> </ul>	<ul style="list-style-type: none"> <li>K-2: %</li> <li>3-5: %</li> </ul>	<ul style="list-style-type: none"> <li>6-8: %</li> <li>9: %</li> </ul>	<ul style="list-style-type: none"> <li>K-2: %</li> <li>3-5: %</li> <li>6-8: %</li> <li>9-12: %</li> </ul>
	<b>3. We grow and develop in the service of our students.</b>	A) 100% of all staff receive a documented biweekly 1:1 check-in with a direct supervisor grounded in observation, data, feedback, and/or development.	<ul style="list-style-type: none"> <li>% to date (Y:95-99)</li> </ul>	Green: 100% Yellow: 90-99% Red: below 90%	<ul style="list-style-type: none"> <li>%</li> </ul>	<ul style="list-style-type: none"> <li>%</li> </ul>	<ul style="list-style-type: none"> <li>%</li> </ul>	<ul style="list-style-type: none"> <li>%</li> </ul>	<ul style="list-style-type: none"> <li>%</li> </ul>
<b>CULTURE</b> All Belong. All take responsibility for equity.	<b>4. We create safe, inclusive, and equitable conditions and outcomes for all of our stakeholders.</b>	A) Reduce suspension rates across all student groups to <2%, particularly our African American and SWD.	A. Suspension Rates to date (Y: 15-2%)	A. Green: below 15% / Yellow: 15-2% / Red: below 2%	<ul style="list-style-type: none"> <li>%</li> </ul>	<ul style="list-style-type: none"> <li>%</li> </ul>	<ul style="list-style-type: none"> <li>%</li> </ul>	<ul style="list-style-type: none"> <li>%</li> </ul>	
		B) 70% positive responses on Family Survey questions on Panorama across all student sub groups	B. % of Families with positive response on latest SLC survey (Y: 65%-69%)	B. Green: 70%+ / Yellow: 65-69% / Red: below 65%	<ul style="list-style-type: none"> <li>%</li> </ul>	<ul style="list-style-type: none"> <li>%</li> </ul>	<ul style="list-style-type: none"> <li>%</li> </ul>	<ul style="list-style-type: none"> <li>%</li> </ul>	
		C) Increase teacher and operational staff engagement to 70% on annual Q12 across all demographic groups.	C. % of Staff with positive response on internal survey (Y: 65%-69%)	C. Green: 70%+ / Yellow: 65-69% / Red: below 65%	<ul style="list-style-type: none"> <li>%</li> </ul>	<ul style="list-style-type: none"> <li>%</li> </ul>	<ul style="list-style-type: none"> <li>%</li> </ul>	<ul style="list-style-type: none"> <li>%</li> </ul>	<ul style="list-style-type: none"> <li>%</li> </ul>
		D) Retain 85% of effective teachers and staff (as measured by LCPS Framework for Transformational Teaching and end-of-year review)	D. Net change of staff from start of year (Y: 1-2)	D. Green: 0 / Yellow: 1 / Red: 2+	<ul style="list-style-type: none"> <li>#</li> </ul>	<ul style="list-style-type: none"> <li>#</li> </ul>	<ul style="list-style-type: none"> <li>#</li> </ul>	<ul style="list-style-type: none"> <li>#</li> </ul>	<ul style="list-style-type: none"> <li>#</li> </ul>
		E) 70% of all new instructional/ leadership staff for 2021-22 SY identify as African American and Latinx							
<b>IMPACT</b> All in. In Oakland.	<b>5. We guarantee our commitment to Oakland children and families.</b>	A) Successfully renew charters at Lighthouse K-8 and Lodestar. B) Increase student retention year-over-year to 90% across sites and for all student groups, specifically our African American students.	<ul style="list-style-type: none"> <li>% of AA students / change from last year</li> <li>Net change of AA students from start of year</li> </ul>	Green: 2%+ Yellow: 0-2% Red: below 0%	<ul style="list-style-type: none"> <li>%</li> <li>#</li> </ul>	<ul style="list-style-type: none"> <li>%</li> <li>#</li> </ul>	<ul style="list-style-type: none"> <li>%</li> <li>#</li> </ul>	<ul style="list-style-type: none"> <li>%</li> <li>#</li> </ul>	
	<b>6. We have a sustainable financial model.</b>	A) Enroll 100% of budgeted seats every day.	<ul style="list-style-type: none"> <li>Enrollment</li> <li>% of Budgeted Enrollment</li> </ul>	Green: 5 students above Minimum Yellow: Minimum to 4 students above Red: below minimum	<ul style="list-style-type: none"> <li>#</li> <li>%</li> </ul>	<ul style="list-style-type: none"> <li>#</li> <li>%</li> </ul>	<ul style="list-style-type: none"> <li>#</li> <li>%</li> </ul>	<ul style="list-style-type: none"> <li>#</li> <li>%</li> </ul>	
		B) Finish 2020-21 with a 3.2% contribution to reserves.	<ul style="list-style-type: none"> <li>School Budgets aligned to reserve</li> </ul>	Green: 3.2%+ Yellow: 3.0-3.2%	<ul style="list-style-type: none"> <li>%</li> </ul>	<ul style="list-style-type: none"> <li>%</li> </ul>	<ul style="list-style-type: none"> <li>%</li> </ul>	<ul style="list-style-type: none"> <li>%</li> </ul>	<ul style="list-style-type: none"> <li>%</li> </ul>