



# Lighthouse Community Charter Public Schools

## LCPS Board of Directors - Regular Meeting (October 6th, 2021)

Published on October 1, 2021 at 5:00 PM PDT

**Date and Time**

Wednesday October 6, 2021 at 6:00 PM PDT

**Location**

**LODESTAR CAMPUS**

701 105th Avenue, Oakland CA 94603

**Agenda**

	Purpose	Presenter	Time
<b>I. Opening Items</b>			<b>6:00 PM</b>
<b>A.</b> Call the Meeting to Order		Kimi Kean	2 m
<b>B.</b> Land Acknowledgement		Rich Harrison	1 m
Honor Native Land - we are on Ohlone land and want to acknowledge native peoples and our ancestors this evening.			
<b>C.</b> Record Attendance		Robbie Torney	2 m
<b>D.</b> Open Forum and Introductions		Kimi Kean	10 m
Hear/Record public comments, Identify next steps as needed			
<b>E.</b> Committee Report Outs and Announcements	Discuss	Various	10 m
<ul style="list-style-type: none"> <li>• Finance Committee report from September 22, 2021 meeting</li> <li>• Academics and Accountability Committee report from September 24, 2021 meeting</li> <li>• Governance Committee report from September 24, 2021 meeting</li> </ul>			
<b>II. Consent Items</b>			<b>6:25 PM</b>
<b>A.</b> Approve Minutes: August 3, 2020	Approve Minutes	Robbie Torney	2 m
<b>B.</b> Financial Statement Packet	Vote	Linda Wu	

	Purpose	Presenter	Time
Recommended Action: The Finance Committee has reviewed these materials and recommends approval of the Finance Committee packet as part of the Consent Agenda			

**III. Discussion and Approval Items**

**6:27 PM**

<b>A. Election of New Board Member: Alberto Ocegueda</b>	Vote	Kimi Kean	3 m
Recommended Action: The Governance Committee has reviewed and recommends that Mr Ocegueda joins the board for an initial three-year term through June 30, 2024.			

<b>B. Election of New Board Member: Anique Enright</b>	Vote	Kimi Kean	3 m
Recommended Action: The Governance Committee has reviewed and recommends that Ms. Enright joins the board for an initial three-year term through June 30, 2024.			

<b>C. Election of New Board Member: Jumoke Hinton</b>	Vote	Kimi Kean	3 m
Recommended Action: The Governance Committee has reviewed and recommends that Ms. Hinton joins the board for an initial three-year term through June 30, 2024.			

<b>D. LCPS Organizational Priorities, OKRs, and Academic Update</b>	Discuss	Tina Hernandez	30 m
<ul style="list-style-type: none"> <li>• Organization Priorities and OKR Dashboard:                             <ul style="list-style-type: none"> <li>◦ <a href="https://docs.google.com/spreadsheets/d/16jD9oBdUERY6kHNeH6AsVovRWKFZFTcpy9StjXSNRzs/edit#gid=2137884070">https://docs.google.com/spreadsheets/d/16jD9oBdUERY6kHNeH6AsVovRWKFZFTcpy9StjXSNRzs/edit#gid=2137884070</a></li> </ul> </li> <li>• Academic Update:</li> <li>• College and Career Update</li> </ul>			

<b>E. LCPS COVID-19 Health and Safety Updates</b>	Discuss	Anna Martin	10 m
Update on CA Governor's mandate and OUSD's student vaccination (12+) resolution and LCPS's next steps			

<b>F. Public Comment on Agenda Items (1)</b>	Discuss	Kimi Kean	5 m
Agenda Items: No individual presentation shall be for more than three (3) minutes and the total time for this purpose shall not exceed fifteen (15) minutes. Speakers requesting translations will have six (6) minutes to present.			

<b>G. Finance - 2021 Unaudited Actuals</b>	Vote	Linda Wu	5 m
Please refer to the finance presentation and packet (pdf in Consent section)			

Recommended Action: The Finance Committee has reviewed these materials and recommends approval of the 2021 Unaudited Financials

Note: Our charter authorizer, OUSD, requires board approval of our unaudited financials and LCPS is required to post this on our website. Our audited actuals are due to OUSD in December.

<b>H. Finance - 2021-22 Budget Revision (1st Interim and October Revise)</b>	Vote	Linda Wu	10 m
Please refer to the finance presentation and packet (pdf in Consent section)			

Recommended Action: The Finance Committee has reviewed the 2021-22 Budget Revision and the changes in anticipated revenues and expenditures for this current school year.

Note: Our 1st interim (July to October) requires board approval in December and will be submitted to OUSD.

<b>I. Contract Approval: LCPS and Seneca Family of Services</b>	Vote	Robbie Torney	3 m
Recommendation: The CEO recommends contract approval between LCPS and the Seneca Family of Services for support of our special education and student services. These agreements have been reviewed by legal counsel and SELPA.			

	Purpose	Presenter	Time
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Note: Seneca provides special education, student services, and NPS (non-public schools) services for LCPS.

- Lighthouse Agreement
- Lodestar Agreement
- NPS Agreement

<b>J. Contract Approval: Sujatha Ranganathan and LCPS</b>	Vote	Rich Harrison	3 m
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Recommendation: The CEO seeks approval to extend the terms of the contract agreement between LCPS and Sujatha Ranganathan (contractor) through the first semester of the 2021-22 school year. This contract addresses the need for student information systems support, state compliance reporting, and data analytics.

<b>K. Contract Approval: LCPS and FIA (Families in Action)</b>	Vote	Rich Harrison	3 m
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Recommendation: The CEO seeks approval of the MOU agreement between LCPS and FIA, to provide charter family advocacy support for the 2021-22 school year.

<b>L. Approvals through the LCPS Re-Opening Resolution for CEO</b>	FYI	Rich Harrison	3 m
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At the Board Meeting on August 3rd, 2021, the Board approved the LCPS Re-Opening Resolution for CEO: The following Items were CEO approved through this resolution:

- Addition of 2 "full time building substitute teachers" per principal.
- Addition of 2 additional staff from Maxim Health Services (total 4)
- CRL COVID Test Kits and Lab Results (6 invoices for \$316K)

<b>M. CDE Dashboard Local Indicators</b>	Vote	Robbie Torney	5 m
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Recommendation: CEO and Governance Committee recommends approval of the 2020-21 CDE Local Dashboard Indicators for our three LEAs.

Note: CDE requires LCPS Board Approval of each LEA's Local Dashboard Indicators. These local indicators are publicly accessible on the CDE School Dashboard website.

<b>N. Public Comment on Agenda Items (2)</b>	Discuss	Kimi Kean	5 m
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Agenda Items: No individual presentation shall be for more than three (3) minutes and the total time for this purpose shall not exceed fifteen (15) minutes. Speakers requesting translations will have six (6) minutes to present.

#### **IV. Board Policies for the 2021-22 School Year 7:58 PM**

<b>A. LCPS Educator Records and Student Information Policy</b>	Vote	Robbie Torney	2 m
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Recommendation: CEO and Governance Committee recommends approval of the LCPS Educator Records and Student Information Policy. This is a required policy for charter schools, and has been thoroughly reviewed by our legal counsel.

<b>B. LCPS Student Wellness Policy</b>	Vote	Robbie Torney	2 m
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Recommendation: CEO and Governance Committee recommends approval of the LCPS Student Wellness Policy. This is a required policy for charter schools, and has been thoroughly reviewed by our legal counsel. Additionally, this policy reinforces our commitment to the optimal development of every student. LCPS believes that for students to have the opportunity to achieve personal, academic, developmental and social success, we need to create positive, safe and health-promoting learning environments at every level, in every setting, throughout the school year.

<b>C. LCPS Free and Reduced-Priced Meal Policy</b>	Vote	Robbie Torney	2 m
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Recommendation: CEO and Governance Committee recommends approval of the LCPS Free and Reduced-Priced Meal Policy. This is a required policy for charter schools, and has been thoroughly reviewed by our legal counsel.

	Purpose	Presenter	Time
<p>Note: LEAs that participate in the NSLP/SBP must publicly announce its criteria for determining eligibility for free and reduced priced meals, at the beginning of each year. This information must provided to the informational media, the local unemployment office and to any major employers contemplating large layoffs in the area from which the school draws its attendance, regardless of whether or not the agency actually distributes the notice. (See 7 CFR 245.5)</p>			

Also, per Ed. Code section 49557.5(b)(2), if a LEA is required to provide to the CDE or to the USDA a copy of the meal charge policy required pursuant to memorandum SP 46-2016 issued by the USDA, the local educational agency or governing board or body of the LEA, as applicable, shall make that policy public. As such, we recommend that the School post this policy on its website if it is subject to this requirement as this policy also contains the meal charge policy.

<p><b>D. LCPS Communicable, Contagious, or Infectious Disease Prevention Policy</b></p> <p>Recommendation: CEO and Governance Committee recommends approval of the LCPS Communicable, Contagious, or Infectious Disease Prevention Policy. This is a required policy for charter schools, and has been thoroughly reviewed by our legal counsel.</p>	<p>Vote</p>	<p>Robbie Torney</p>	<p>2 m</p>
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Note - this resolution is separate from our COVID policies we passed over the last year.

<p><b>E. LCPS Student Technology Policy and Acceptable Use Agreement</b></p> <p>Recommendation: CEO and Governance Committee recommends approval of the LCPS Student Technology Policy and Acceptable Use Agreement. This is a required policy for charter schools, and has been thoroughly reviewed by our legal counsel.</p>	<p>Vote</p>	<p>Robbie Torney</p>	<p>2 m</p>
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By its adoption of this Policy, the Board intends that technological resources provided by LCPS be used in a safe, responsible, and proper manner in support of the instructional program and for the advancement of student learning

<p><b>F. Public Comment (3)</b></p> <p>Agenda Items: No individual presentation shall be for more than three (3) minutes and the total time for this purpose shall not exceed fifteen (15) minutes. Speakers requesting translations will have six (6) minutes to present.</p>	<p>Discuss</p>	<p>Kimi Kean</p>	<p>5 m</p>
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**V. Closed Session** **8:13 PM**

<p><b>A. Anticipated Litigation: Gov't Code 54596.9(d)(2)</b></p>	<p>Discuss</p>	<p>Rich Harrison</p>	<p>15 m</p>
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**VI. Closing Items** **8:28 PM**

<p><b>A. Adjourn Meeting</b></p>	<p>Vote</p>	<p>Kimi Kean</p>	<p>1 m</p>
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Next Meeting:

- Special Board Meeting on 10/22 from 2pm to 3pm for ESSER III Expenditure Plan approval for each LEA
- Sign Up for a Trunk or Treat Spot at our community Fall Festival! 10/30 from 3pm to 6pm
- Regular Board Meeting on 12/1 from 6pm to 8pm at Lighthouse



# Cover Sheet

## Approve Minutes: August 3, 2020

**Section:** II. Consent Items  
**Item:** A. Approve Minutes: August 3, 2020  
**Purpose:** Approve Minutes  
**Submitted by:**  
**Related Material:**  
Minutes for LCPS Board of Directors - Board Retreat and Regular Meeting (August 3rd, 2021) on August 3, 2021

APPROVED



## Lighthouse Community Charter Public Schools

### Minutes

#### LCPS Board of Directors - Board Retreat and Regular Meeting (August 3rd, 2021)

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**Date and Time**

Tuesday August 3, 2021 at 4:00 PM

**Location****LIGHTHOUSE CAMPUS**

444 Hegenberger Road, Oakland, CA 9462

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**Directors Present**

A. Moore, B. Oschein, B. Wall, E. Figueroa, K. Kean, K. Williams, M. Milner, W. Delker

**Directors Absent**

M. Barnes-Dholakia

**Guests Present**

A. Martin, A. Ocegueda, J. Hinton, K. Fee, Linda Wu, M. Patel, R. Harrison, R. Torney, T. Hernandez

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**I. Opening Items****A. Call the Meeting to Order**

K. Kean called a meeting of the board of directors of Lighthouse Community Charter Public Schools to order on Tuesday Aug 3, 2021 at 4:00 PM.

**B. Land Acknowledgement****C. Record Attendance****D. Open Forum and Introductions****E. Committee Report Outs and Announcements**

## II. Regular Consent Items

### A. Approve Minutes: June 9, 2020

B. Wall made a motion to approve the minutes from LCPS Board of Directors Special Meeting on 06-18-21.

M. Milner seconded the motion.

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

#### Roll Call

M. Barnes-Dholakia Absent

W. Delker Aye

B. Oschein Aye

E. Figueroa Aye

A. Moore Aye

K. Kean Aye

K. Williams Aye

B. Wall Aye

M. Milner Aye

### B. Financial Statement Packet

## III. Consent Agenda Items (Updated Policies)

### A. LCPS 2021-22 School Calendar

K. Williams made a motion to Approve Consent Items.

W. Delker seconded the motion.

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

#### Roll Call

W. Delker Aye

M. Milner Aye

B. Oschein Aye

K. Williams Aye

B. Wall Aye

A. Moore Aye

K. Kean Aye

E. Figueroa Aye

M. Barnes-Dholakia Absent

### B. LCPS 2021-22 Board Meeting Calendar

### C. LCPS Uniform Complaint Procedures Policy

### D. LCPS Short Term Independent Study Policy

### E. LCPS Fiscal Policy and Procedures

### F. LCPS Grading Policy

## IV. Consent Agenda: Renewal of Contracts and Service Providers for the 2021-22 School Year

### A. Contract Approval: LCPS and Seneca Family of Services

This item was removed from consent.

M. Milner made a motion to approve all consent contracts except the 2 removed from the consent agenda.

E. Figueroa seconded the motion.

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

**Roll Call**

E. Figueroa	Aye
M. Barnes-Dholakia	Absent
W. Delker	Aye
K. Kean	Aye
M. Milner	Aye
B. Wall	Aye
A. Moore	Aye
B. Oschein	Aye
K. Williams	Aye

**B. Contract Approval: LCPS and Instruction Partners**

**C. Contract Approval: LCPS and Altitude Learning**

The board discusses the ownership of data for Altitude LMS.

**D. Contract Approval: LCPS and EL Education**

The board discusses the EL partnership and preparation for credentialing process in future years.

**E. Contract Approval: LCPS and ANET**

**F. Contract Approval: LCPS and Lunchmasters**

The board discusses reimbursement through the National School Lunch Program.

**G. Contract Approval: Sujatha Ranganathan and LCPS**

This item was removed from the Consent Agenda.

**V. Discussion and Approval Items: Policies for the 2021-22 School Year**

**A. LCPS COVID Independent Study Policy for 2021-22**

W. Delker made a motion to approve Approval Item A: LCPS COVID Independent Study Policy for 2021-22.

M. Milner seconded the motion.

The board discusses the legal context with OUSD who are the only district in CA who are requiring charter schools to file a material revision with OUSD.

Robbie Torney gives an overview of the program (staffing, students, and model).

The board discusses risks associated with the Material Revision process. The board **VOTED** to approve the motion.

**Roll Call**

E. Figueroa	Aye
K. Williams	Aye
B. Oschein	Aye
K. Kean	Aye
B. Wall	Aye
M. Milner	Aye
M. Barnes-Dholakia	Absent
W. Delker	Aye

**Roll Call**

A. Moore Aye

**B. LCPS Graduation Policy**

B. Wall made a motion to approve Approval Item B: LCPS Graduation Policy.

B. Oschein seconded the motion.

Revisions to Graduation Policy per AB 104.

The board discusses the extent to which public colleges will accept P/NP grades.

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

**Roll Call**

B. Wall Aye

K. Kean Aye

M. Barnes-Dholakia Absent

K. Williams Aye

B. Oschein Aye

W. Delker Aye

M. Milner Aye

A. Moore Aye

E. Figueroa Aye

**C. Resolution: LCPS Re-Opening Resolution for CEO**

M. Milner made a motion to This item will be approved this resolution through June 30, 2022; subject to updating the dates to reflect the 21-22 school year. Adoption date will be today, August 3, 2021. The board will review it at the February 22 board meeting.

B. Wall seconded the motion.

The board discusses how the CEO used these powers in the previous year, to do things like: hire COVID Health Coordinators, Asymptomatic Testing Contracts, Facilities Contracts, etc.

If the CEO makes a decision on a large contract, it should come before the board for review. This will be added as a standing item for future agendas should this item be reviewed.

This item will be passed through June 30, 2022; some dates will be adjusted. Adoption date will be today, August 3, 2021. The board will review it at the December board meeting. The board **VOTED** to approve the motion.

**Roll Call**

M. Milner Aye

A. Moore Aye

M. Barnes-Dholakia Absent

B. Wall Aye

W. Delker Aye

B. Oschein Aye

E. Figueroa Aye

K. Kean Aye

K. Williams Aye

**D. LCPS Gender Inclusivity and Non-Discrimination Policy**

K. Williams made a motion to approve D. LCPS Gender Inclusivity and Non-Discrimination Policy.

The board discusses potential financial implications related to this policy. There are none.

The board suggests inclusion in staff handbook as well and additional training that may be needed for adults on this topic. The board **VOTED** to approve the motion.

**Roll Call**

K. Kean	Aye
B. Wall	Aye
M. Milner	Aye
B. Oschein	Aye
A. Moore	Aye
K. Williams	Aye
E. Figueroa	Aye
M. Barnes-Dholakia	Absent
W. Delker	Aye

**E. LCPS Limitation of Restraint and Seclusion of Students Policy**

B. Wall made a motion to approve.

K. Williams seconded the motion.

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

**Roll Call**

M. Milner	Aye
B. Oschein	Aye
B. Wall	Aye
A. Moore	Aye
E. Figueroa	Aye
M. Barnes-Dholakia	Absent
K. Kean	Aye
K. Williams	Aye
W. Delker	Aye

**F. LCPS Title IX and Harassment, Intimidation, and Bullying Policy**

B. Oschein made a motion to approve.

E. Figueroa seconded the motion.

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

**Roll Call**

M. Milner	Aye
A. Moore	Aye
K. Williams	Aye
W. Delker	Aye
B. Wall	Aye
K. Kean	Aye
E. Figueroa	Aye
B. Oschein	Aye
M. Barnes-Dholakia	Absent

**G. LCPS Education of Homeless ("Unsheltered") Children and Youth Policy**

M. Milner made a motion to approve.

B. Wall seconded the motion.

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

**Roll Call**

M. Milner	Aye
W. Delker	Aye
M. Barnes-Dholakia	Absent
B. Oschein	Aye
K. Williams	Aye
B. Wall	Aye
E. Figueroa	Aye
K. Kean	Aye
A. Moore	Aye

**H. LCPS Education of Foster and Mobile Youth Policy**

M. Milner made a motion to approve.

B. Oschein seconded the motion.

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

**Roll Call**

W. Delker	Aye
M. Milner	Aye
E. Figueroa	Aye
K. Williams	Aye
B. Wall	Aye
A. Moore	Aye
K. Kean	Aye
M. Barnes-Dholakia	Absent
B. Oschein	Aye

The board recessed for dinner and a panel discussion at 6:40pm, 8-3-21.

The board returned from recess at 7:25pm, 8-3-21.

**I. LCPS 2021-22 Student Handbook**

K. Williams made a motion to approve J. LCPS 2021-22 Student Handbook.

M. Milner seconded the motion.

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

**Roll Call**

A. Moore	Aye
K. Williams	Aye
B. Oschein	Aye
K. Kean	Aye
M. Milner	Aye
E. Figueroa	Aye
W. Delker	Aye
M. Barnes-Dholakia	Absent
B. Wall	Aye

**J. LCPS 2021-22 Staff Handbook**

M. Milner made a motion to approve.

E. Figueroa seconded the motion.

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

**Roll Call**

B. Wall	Aye
M. Milner	Aye
A. Moore	Aye
K. Williams	Aye
M. Barnes-Dholakia	Absent
W. Delker	Aye
E. Figueroa	Aye
K. Kean	Aye
B. Oschein	Aye

**K. LCPS Safe Return to In-Person Instruction Policy**

Will not be voted on today.

**L. LCPS Declaration of Need - Lodestar K-10**

B. Oschein made a motion to approve.

M. Milner seconded the motion.

The board is curious about how to understand the certification overall of our teachers.

There is a specific need this year to ensure that our staff are appropriately credentialed to teach Designated ELD.

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

**Roll Call**

E. Figueroa	Aye
M. Barnes-Dholakia	Absent
W. Delker	Aye
A. Moore	Aye
K. Williams	Aye
B. Wall	Aye
M. Milner	Aye
K. Kean	Aye
B. Oschein	Aye

**M. LCPS Declaration of Need - Lighthouse K-8**

B. Wall made a motion to approve.

B. Oschein seconded the motion.

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

**Roll Call**

B. Wall	Aye
K. Kean	Aye
M. Barnes-Dholakia	Absent
A. Moore	Aye
E. Figueroa	Aye
M. Milner	Aye
K. Williams	Aye
B. Oschein	Aye
W. Delker	Aye

**N. Declaration of Need- Lighthouse Charter School (9-12)**

M. Milner made a motion to approve.

K. Williams seconded the motion.

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

**Roll Call**

K. Williams	Aye
A. Moore	Aye
B. Wall	Aye
M. Milner	Aye
M. Barnes-Dholakia	Absent
B. Oschein	Aye
W. Delker	Aye
E. Figueroa	Aye
K. Kean	Aye

**O. Contract Approval: LCPS and HMH (English 3D for HS Designated ELD)**

M. Milner made a motion to approve the contract.

B. Oschein seconded the motion.

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

**Roll Call**

B. Wall	Aye
K. Kean	Aye
M. Milner	Aye
K. Williams	Aye
B. Oschein	Aye



**Roll Call**

E. Figueroa Aye  
A. Moore Aye  
W. Delker Aye  
M. Barnes-Dholakia Absent

**VI. Board Retreat - Our Assessment, Strategic Plan, and Commitments**

**A. LCPS Strategic Priorities 2021-24**

B. Wall made a motion to open discussion for Agenda Section VII before returning to discussion and approval items.

B. Oschein seconded the motion.

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

**Roll Call**

M. Barnes-Dholakia Absent  
E. Figueroa Aye  
B. Oschein Aye  
K. Kean Aye  
K. Williams Aye  
M. Milner Aye  
W. Delker Aye  
B. Wall Aye  
A. Moore Aye

The board shared reflections based on the panel.

The board discussed the organization's three strategic priorities for the upcoming schoolyear.

**B. CEO's "Big 4" - summary focus aligned to the LCPS strategic plan**

The board discussed CEO's 4 personal priorities for next several years.

**C. Board Member Job Description / 2021-22 Agreements and Commitments**

The board discusses the board job description, agreements, and commitments.

The board suggests potentially increasing the timeframe for reviewing the agenda and pre-read materials.

The board discusses using committee meetings as an opportunity to vet and review materials ahead of board meetings.

The board discusses committee structures and how committees have functioned on the LCPS board.

**VII. Closing Items**

**A. Adjourn Meeting**

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 8:47 PM.

Respectfully Submitted,  
K. Kean

# Cover Sheet

## Financial Statement Packet

**Section:** II. Consent Items  
**Item:** B. Financial Statement Packet  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** LCPS Finance Presentation for Board Mtg 10-6-21 Final.PDF





**Finance – Budget  
Revision Update  
Presented to LCPS  
Board of Directors on  
10/6/21**



# Finance – Budget Revision Update Agenda

	#	Category	Attached Statements, if Applicable
<b>Recurring Discussion Items</b>	1	Goals: today & upcoming meetings	-
	2	Financial Statements: FY21	1) FY21 Unaudited Actuals
<b>Current Discussion Items</b>	3	SBA Loan Forgiveness Approval (August 10, 2021 Notification Received)	
	4	SWOT Analysis - Stacey Lawrence	
	5	Current Year Financial Statements: FY22	1) Budget Revise, 2) Cash Flow Update, 3) Balance Sheet
	6	Esser Budget Update	
<b>Recurring Consent Items</b>	7	Check Register	July - September 21, 2021 Registers



# Goals

# Goals

## Key Dates and Deadlines

•In advance of the upcoming LCPS Board Meeting, **today's primary goals** - in addition to recurring fiscal reviews - include:

1. Assess FY22 Process and Workflows
2. Review Budget Revision Status
3. Identify upcoming approvals for Board Meeting

<p><b>9/22/2021 LCPS Finance Committee</b>                  SWOT Analysis                  FY21 Unaudited Actuals Review                  FY22 Budget Revise - Update                  What to expect for First Interim</p>	<p><b>10/06/2021 LCPS Board Meeting</b> (Fiscal Portion)                  Unaudited Actuals Approval                  Budget Revise – Update                  ESSER III Updated Budget</p>
<p><b>11/17/2021 LCPS Finance Committee</b>                  Audited Actuals                  1<sup>st</sup> Interim Report-Draft Review</p>	<p><b>12/01/2021 Board Meeting</b> (Fiscal Portion)                  Audited Actuals Approval                  1<sup>st</sup> Interim Report – Draft Review (OUSD will also review draft)</p>

**12/15/2021 - Deadline**  
**Board Approved Audited Actuals**  
**Formal 1<sup>st</sup> Interim Report Due to OUSD**



# FY21 Unaudited Actuals

# FY21 LCPS Unaudited Actuals-Income Statement

	LCPS - ALL LEAs		
	Unrestricted	Restricted	Total
<b>LCFF Sources</b>	14,744,066	-	14,744,066
<b>Federal Revenues</b>	320	4,307,727	4,308,047
<b>Other State Revenues</b>	995,776	1,870,340	2,866,115
<b>Local Revenues</b>	<u>863,366</u>	<u>235,133</u>	<u>1,098,499</u>
<b>Total Revenue</b>	16,603,527	6,413,200	23,016,727
<b>Certificated Salaries</b>	5,366,430	2,767,027	8,133,457
<b>Noncertificated Salaries</b>	580,716	885,313	1,466,029
<b>Employee Benefits</b>	1,393,339	855,398	2,248,737
<b>Books and Supplies</b>	155,471	1,473,869	1,629,340
<b>Services and Other Operating Expenditures</b>	5,288,350	2,366,048	7,654,398
<b>Capital Outlay</b>	84,183	53,986	138,169
<b>Other Outgo</b>	-	-	-
<b>Total Expense</b>	12,868,488	8,401,641	21,270,129
<b>EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES</b>	3,735,039	(1,988,441)	1,746,599
<b>TOTAL OTHER FINANCING SOURCES / USES</b>	(1,988,441)	1,988,441	-
<b>NET INCREASE (DECREASE) IN FUND BALANCE /NET POSITION (C+D4)</b>	1,746,599	-	1,746,599
<b>Beginning Fund Balance As of July 1</b>	4,713,056	424,454	5,137,510
<b>Adjustments/Restatements</b>	(58,194)	(284,674)	(342,868)
<b>Adjusted Beginning Fund Balance /Net Position</b>	4,654,862	139,780	4,794,642
<b>Ending Fund Balance /Net Position, June 30</b>	<b>6,401,461</b>	<b>139,780</b>	<b>6,541,241</b>

## KEY TAKEAWAYS

- Positive balance overall (\$6.5M), not including \$2.4M from PPP and one-time funds
- Spent above restricted funding by \$2M
- Moved \$2M over from unrestricted to pay for restricted budget overages (SPED, ASP, COVID related expenses)
- \$1.5M (almost 80%) is for the SPED budget; it is typical for schools to contribute to SPED beyond restricted funds -- and we are looking into opportunities to provide more services in-house and reduce contract costs.

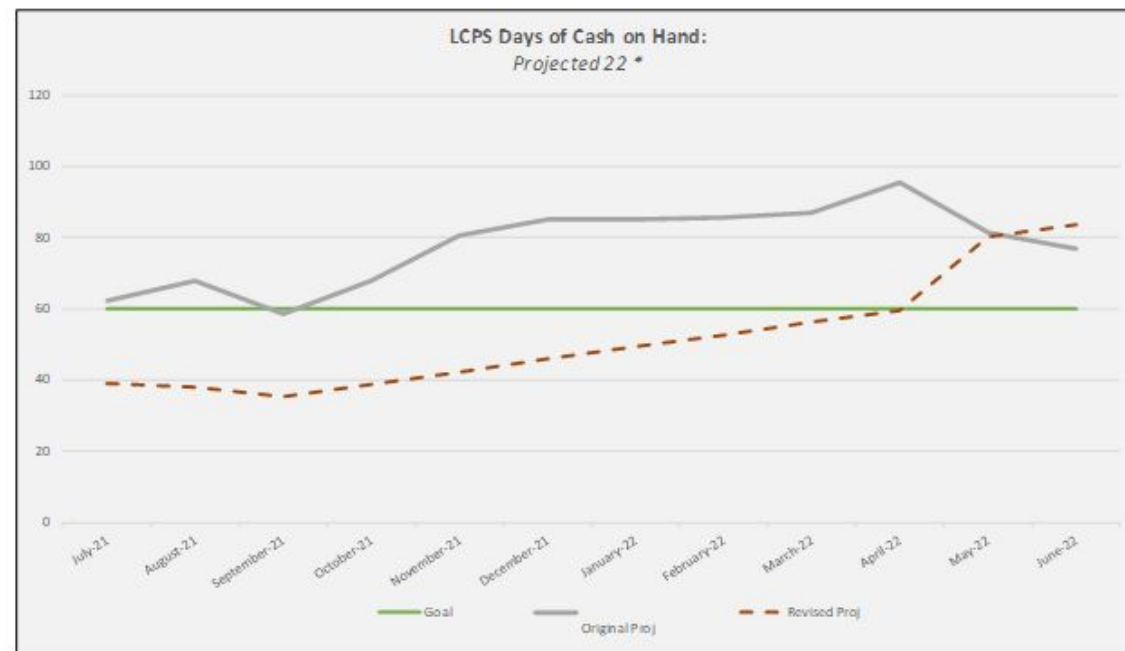
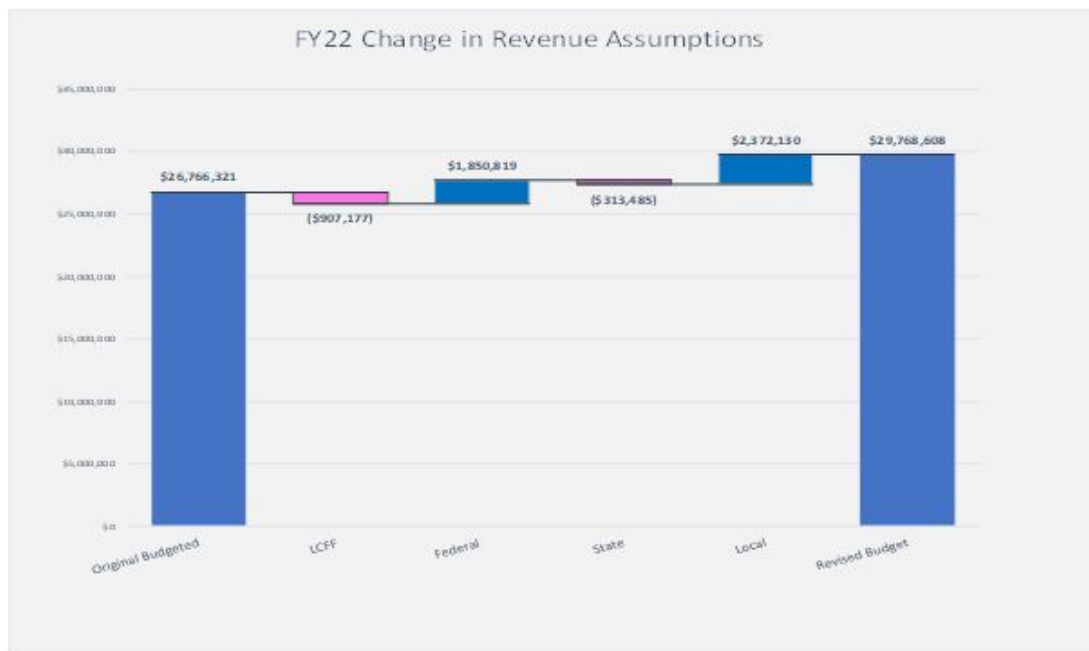
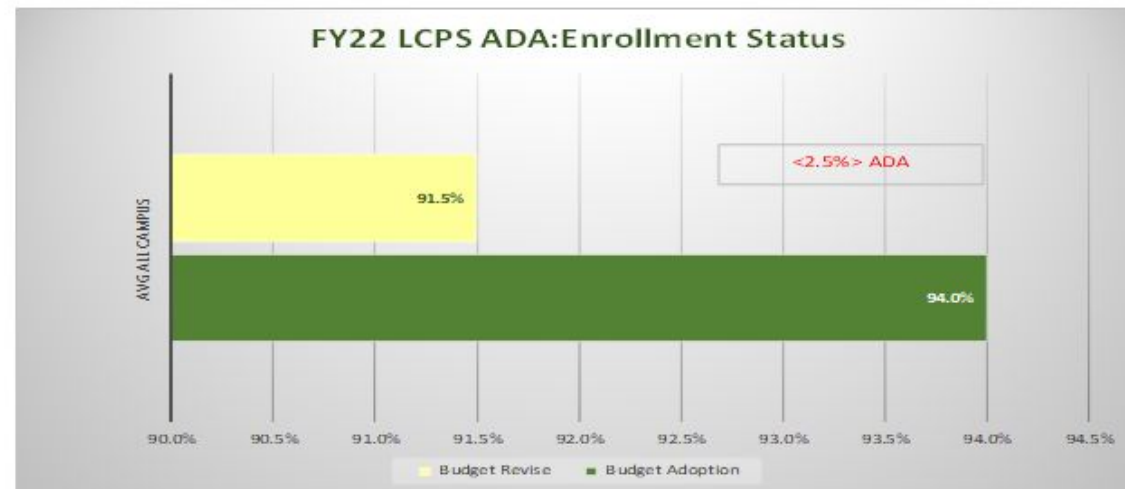
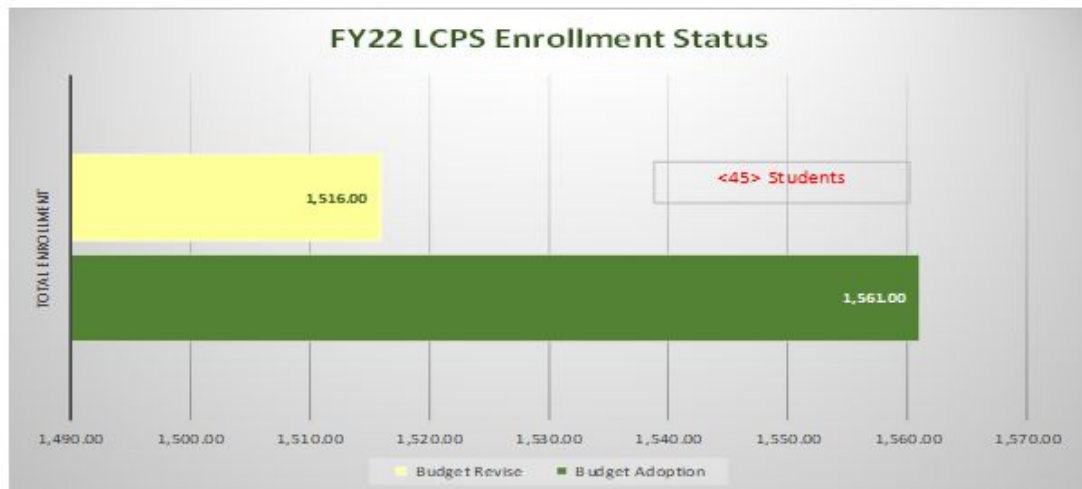


# FY21 LCPS Unaudited Actuals - Balance Sheet LCPS

Description		Object Code	Unrestricted	Restricted	Total
<b>G. ASSETS</b>					
1.	Cash				
	In County Treasury	9110	-	-	-
	Fair Value Adjustment to Cash in County Treasury	9111	-	-	-
	In Banks	9120	498,911.43	139,780.00	638,691.43
	In Revolving Fund	9130	-	-	-
	With Fiscal Agent/Trustee	9135	-	-	-
	Collections Awaiting Deposit	9140	-	-	-
2.	Investments	9150	-	-	-
3.	Accounts Receivable	9200	8,047,423.82	-	8,047,423.82
4.	Due from Grantor Governments	9290	-	-	-
5.	Stores	9320	-	-	-
6.	Prepaid Expenditures (Expenses)	9330	194,456.71	-	194,456.71
7.	Other Current Assets	9340	68,400.00	-	68,400.00
8.	Capital Assets (accrual basis only)	9400-9489	424,068.31	-	424,068.31
9.	TOTAL ASSETS		9,233,260.27	139,780.00	9,373,040.27
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1.	Deferred Outflows of Resources	9490	-	-	-
2.	TOTAL DEFERRED OUTFLOWS		-	-	-
<b>I. LIABILITIES</b>					
1.	Accounts Payable	9500	2,831,799.74	-	2,831,799.74
2.	Due to Grantor Governments	9590	-	-	-
3.	Current Loans	9640	-	-	-
4.	Unearned Revenue	9650	-	-	-
5.	Long-Term Liabilities (accrual basis only)	9660-9669	-	-	-
6.	TOTAL LIABILITIES		2,831,799.74	-	2,831,799.74
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1.	Deferred Inflows of Resources	9690	-	-	-
2.	TOTAL DEFERRED INFLOWS		-	-	-
<b>K. FUND BALANCE /NET POSITION</b>					
	Ending Fund Balance /Net Position, June 30 (G9 + H2) - (I6 + J2)				
	(must agree with Line F2)		6,401,460.53	139,780.00	6,541,240.53



# FY22 Budget Revision



\*Will change when more thorough expense analysis is completed

# FY22 LCPS Budget Update Income Statement

	REVISED BUDGET			ORIGINAL BUDGET		
	Unrestricted	Restricted	Total	Unrestricted	Restricted	Total
LCFF Sources	15,975,915	-	15,975,915	16,883,092	-	16,883,092
Federal Revenues	-	5,025,714	5,025,714	-	3,174,896	3,174,896
Other State Revenues	587,797	3,679,845	4,267,642	340,214	3,982,214	4,322,427
Local Revenues	1,222,800	3,276,526	4,499,326	1,662,969	722,936	2,385,905
<b>Total Revenue</b>	<b>17,786,512</b>	<b>11,982,086</b>	<b>29,768,598</b>	<b>18,886,275</b>	<b>7,880,046</b>	<b>26,766,321</b>
	-	-	-	-	-	-
Certificated Salaries	10,085,559	3,676,876	13,762,435	10,085,559	3,676,876	13,762,435
Noncertificated Salaries	838,933	1,138,853	1,977,786	838,933	1,138,853	1,977,786
Employee Benefits	2,261,193	996,778	3,257,971	2,261,193	996,778	3,257,971
Books and Supplies	392,012	889,843	1,281,855	392,012	889,843	1,281,855
Services and Other Operating Expenditures	2,550,386	2,802,438	5,352,824	2,550,386	2,802,438	5,352,824
Capital Outlay	515,000	-	515,000	515,000	-	515,000
Other Outgo	-	-	-	-	-	-
<b>Total Expense</b>	<b>16,643,082</b>	<b>9,504,788</b>	<b>26,147,871</b>	<b>16,643,082</b>	<b>9,504,788</b>	<b>26,147,871</b>
	-	-	-	-	-	-
<b>EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES</b>	<b>1,143,430</b>	<b>2,477,298</b>	<b>3,620,727</b>	<b>2,243,193</b>	<b>(1,624,743)</b>	<b>618,450</b>
	-	-	-	-	-	-
<b>TOTAL OTHER FINANCING SOURCES / USES</b>	<b>(71,984)</b>	<b>71,984</b>	<b>-</b>	<b>(1,624,743)</b>	<b>1,624,743</b>	<b>-</b>
	-	-	-	-	-	-
<b>NET INCREASE (DECREASE) IN FUND BALANCE /NET POSITION</b>	<b>1,071,445</b>	<b>2,549,282</b>	<b>3,620,727</b>	<b>618,450</b>	<b>-</b>	<b>618,450</b>
	-	-	-	-	-	-
Beginning Fund Balance As of July 1	6,401,461	139,780	6,541,241	5,895,435	139,780	6,035,215
Adjustments/Restatements	-	-	-	-	-	-
Adjusted Beginning Fund Balance /Net Position	6,401,461	139,780	6,541,241	5,895,435	139,780	6,035,215
	-	-	-	-	-	-
<b>Ending Fund Balance /Net Position, June 30</b>	<b>7,472,906</b>	<b>2,689,062</b>	<b>10,161,968</b>	<b>6,513,885</b>	<b>139,780</b>	<b>6,653,665</b>

-Loan Forgiveness = \$2,473,600

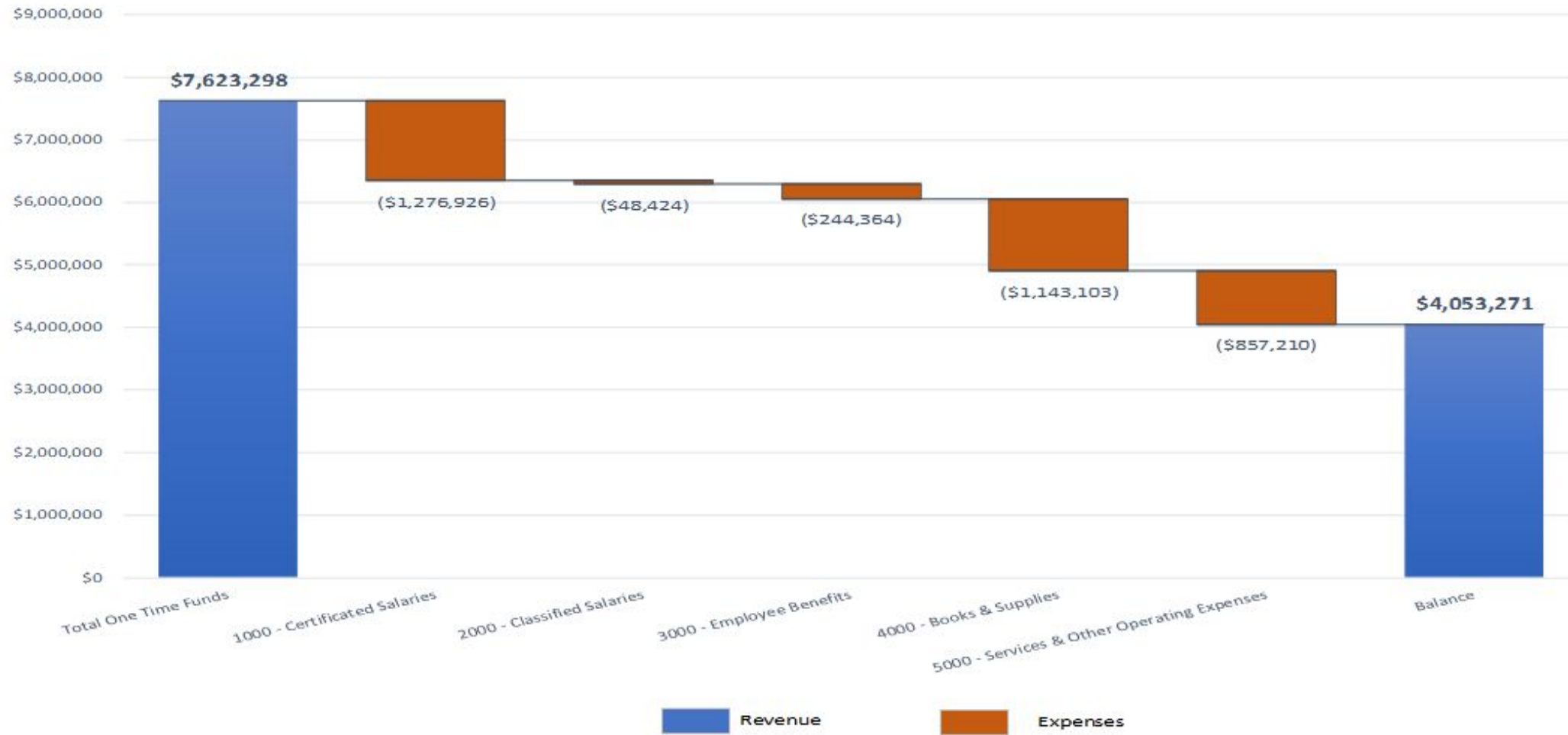
-Increase in One Time Budget = total revenue \$29,768,598

-Without Loan Forgiveness and One Time Funds, real net income would be lower than budgeted (\$2,500,000); consider adjusting timing of ESSER fund expenditures over the next 3 years

**ESP-CA****EdTec Network : Lighthouse Community Charter School (LCCS)****Balance Sheet showing sites****End of Jun 2021**

<b>Financial Row</b>	<b>0413-000 Amount</b>	<b>0700-000 Amount</b>	<b>1783-000 Amount</b>	<b>LCCS-100 Amount</b>	<b>Total Amount</b>
<b>ASSETS</b>					
<b>Current Assets</b>					
<b>Total - 9120-LCCS - Cash in Bank - LCCS</b>	143,602.42	253,254.29	241,831.05	1,605,730.59	2,244,418.35
<b>Total Accounts Receivable</b>	2,467,428.92	1,751,377.86	3,253,639.38	276,638.54	7,749,084.70
<b>Total - 9330 - Prepaid Expenditures (Expenses)</b>	52,259.73	30,859.65	111,337.33	53,580.31	248,037.02
<b>Total Other Current Asset</b>	52,259.73	30,859.65	111,337.33	53,580.31	248,037.02
<b>Total Current Assets</b>	2,663,291.07	2,035,491.80	3,606,807.76	1,935,949.44	10,241,540.07
<b>Fixed Assets</b>					
<b>Total Fixed Assets</b>	182,432.16	160,264.74	81,371.41	4,708,503.84	5,132,572.15
<b>Total Other Assets</b>	-	-	68,400.00	4,683.00	73,083.00
<b>Total ASSETS</b>	2,845,723.23	2,195,756.54	3,756,579.17	6,649,136.28	15,447,195.22
<b>Liabilities &amp; Equity</b>					
<b>Total Accounts Payable</b>	82,128.71	71,710.11	179,234.41	112,733.26	445,806.49
<b>Total Credit Card</b>	3,495.55	1,866.39	469.15	14,696.53	20,527.62
<b>Total Other Current Liability</b>	1,605,223.18	(648,554.16)	961,248.77	(728,663.76)	1,189,254.03
<b>Total Current Liabilities</b>	1,690,847.44	(574,977.66)	1,140,952.33	(601,233.97)	1,655,588.14
<b>Total Long Term Liabilities</b>	-	-	-	2,473,600.00	2,473,600.00
<b>Total Equity</b>	1,154,875.79	2,770,734.20	2,615,626.84	4,776,770.25	11,318,007.08
<b>Total Liabilities &amp; Equity</b>	2,845,723.23	2,195,756.54	3,756,579.17	6,649,136.28	15,447,195.22

## One Time Funds Usage/Balance



- Requires a re-budget of expenditures on original estimates
- Anticipate a refund for our covid testing



# Check Registry

## July 1, 2021 – September 21, 2021



**ESP-CA**  
**EdTec Network : Lighthouse Community Charter School (LCCS)**  
**AP Bill Payments**  
**July 1, 2021 - September 21, 2021**

**A listing of bill payments**

Account	Date	Check Num	Company Name	Vendor ID	Memo	Paid
Accounts Payable						\$0.00
	7/9/2021	73713	AMS.NET (Inc)	153612 AMS.NET (Inc)	SO-0029742	\$652.50
	7/9/2021	73714	ASANA	152269 ASANA	Bus. Org Jul 2, 2021 – Jul 2, 2022	\$10,495.80
	7/9/2021	73715	CliftonLarsonAllen LLP	113388 CliftonLarsonAllen LLP	Service fee	\$7,035.00
	7/9/2021	73716	Education Modified, Inc.	156851 Education Modified, Inc.	INV-0252	\$7,300.00
	7/9/2021	73717	Greater Giving	26955 Greater Giving	ENHANCED-M-5-A	\$795.00
	7/9/2021	73718	HopSkipDrive, Inc.	159062 HopSkipDrive, Inc.	Student transportation	\$4,935.23
	7/9/2021	73719	Houghton Mifflin Harcourt Publishing Co. (Cust# 2021789)	91010 Houghton Mifflin Harcourt Publishing Co. (Cust# 2021789)	955225990	\$7,502.57
	7/9/2021	73720	Jennifer Huff (1099)	156107 Jennifer Huff (1099)	Consultation fee	\$4,285.70
	7/9/2021	73721	Josefina Belloso (1099)	153249 Josefina Belloso (1099)	Alder Resident Stipend	\$1,818.18
	7/9/2021	73722	Katrina D. Valdez	162682 Katrina D. Valdez	Consultation	\$2,800.00
	7/9/2021	73723	Kone Inc.	25808 Kone Inc.	Maintenance Period: 07/01/2021 - 07/31/2021	\$260.01
	7/9/2021	73724	Kwalaty Consulting / Kate Levitt (1099)	162680 Kwalaty Consulting / Kate Levitt (1099)	Development support fees	\$3,750.00
	7/9/2021	73725	Language People Inc.	116576 Language People Inc.	Translation	\$250.00
	7/9/2021	73726	LinkedIn Corporation	35891 LinkedIn Corporation	Annual subscription 21/22	\$9,887.50
	7/9/2021	73727	Maxim Healthcare Staffing Services, Inc.	156723 Maxim Healthcare Staffing Services, Inc.	Staffing services	\$15,612.50
	7/9/2021	73728	Nob Hill Catering, Inc.	139731 Nob Hill Catering, Inc.	NSLP SUMMER	\$24,413.25
	7/9/2021	73729	Panorama Education, Inc.	54575 Panorama Education, Inc.	Project support for LCPS	\$6,125.00
	7/9/2021	73730	Parchment LLC	139153 Parchment LLC	K12 District Records Services - Annual Subscription	\$450.00
	7/9/2021	73731	Quality First Services, Inc	108683 Quality First Services, Inc	Custodial fee	\$595.00
	7/9/2021	73732	Rosy Razo (EE)	162681 Rosy Razo (EE)	Classroom reimbursement	\$68.30
	7/9/2021	73733	Scenario Learning (Vector Solutions) 1099	153239 Scenario Learning (Vector Solutions) 1099	Annual contract	\$2,658.00
	7/9/2021	73734	Smartlite LLC	140713 Smartlite LLC	Advertising Display Space Rental	\$350.00
	7/9/2021	73735	Stephen Ajani (EE)	162691 Stephen Ajani (EE)	Lost check	\$1,300.94
	7/9/2021	73736	Swing Education Inc	80087 Swing Education Inc	Substitute Services	\$7,200.00
	7/9/2021	73737	T Mobile	155491 T Mobile	971888715	\$5,856.60
	7/9/2021	73738	Wright Speciality Insurance (Atlanta, GA) (CND)	53972 Wright Speciality Insurance (Atlanta, GA) (CND)	Policy 7NA5CA000024100	\$144.40
	7/16/2021	73741	ADP, LLC	110241 ADP, LLC	ADP Electronic I-9 Services	\$100.00
	7/16/2021	73740	Acme Fire Extinguisher Co, Inc	1716 Acme Fire Extinguisher Co, Inc	Service call	\$737.03
	7/16/2021	73747	Department Of Justice (DOJ)	1770 Department Of Justice (DOJ)	Fingerprint	\$859.00
	7/16/2021	73750	Law Offices of Young, Minney & Corr, LLP	24946 Law Offices of Young, Minney & Corr, LLP	Legal fees	\$3,862.70
	7/16/2021	73751	Maxim Healthcare Staffing Services, Inc.	156723 Maxim Healthcare Staffing Services, Inc.	Staffing services	\$3,050.00
	7/16/2021	73752	Mundo Pato Inc.	158056 Mundo Pato Inc.	Consultation services	\$700.00
	7/16/2021	73754	NCS Pearson Inc	1844 NCS Pearson Inc	order number 43628421	\$765.00
	7/16/2021	73755	Nob Hill Catering, Inc.	139731 Nob Hill Catering, Inc.	NSLP for Lighthouse	\$15,820.00
	7/16/2021	73759	OverDrive Inc	157134 OverDrive Inc	Customer ID 10822-1003	\$1,000.00
	7/16/2021	73760	PCSD 701 105th Ave LLC	123406 PCSD 701 105th Ave LLC	Reimbursement expenses Carbon Lighthouse Gener	\$4,182.18
	7/16/2021	73761	Seneca Center	24477 Seneca Center	48-ZUNIBRI Tuition	\$42,910.57
	7/16/2021	73763	T Mobile	155491 T Mobile	Account # 970801535	\$5,856.60
	7/16/2021	73764	Torres, Jacobo (1099)	9092 Torres, Jacobo (1099)	Landscaping	\$3,300.00
	7/16/2021	73765	Wells Fargo Financial Leasing, Inc - RICOH USA Program	33779 Wells Fargo Financial Leasing, Inc - RICOH USA Program	LCCS copier	\$6,573.99
	7/16/2021	73739	Abiezer Valdivia Daza (1099)	123691 Abiezer Valdivia Daza (1099)	Electrical work at Lodestar	\$3,920.00
	7/16/2021	73743	Alliant International University	18388 Alliant International University	Rose Galvez 2004775	\$3,731.90
	7/16/2021	73746	Crosslink Network	158071 Crosslink Network	Customized Internet Service	\$1,637.01
	7/16/2021	73748	Edtec Inc	1778 Edtec Inc	Annual License	\$11,130.00
	7/16/2021	73749	Garcia, Martin	26954 Garcia, Martin	Building work at Lodestar	\$138.39
	7/16/2021	73753	Music Is eXtraordinary DBA Oakland Public Conservatory of Mus	4768 Music Is eXtraordinary DBA Oakland Public Conservatory of Mus	Music Is eXtraordinary-School year 2018/19	\$7,018.00
	7/16/2021	73757	Orkin Pest Control (T-27468538) Lighthouse	73511 Orkin Pest Control (T-27468538) Lighthouse	Monthly service fee	\$161.55



Account	Date	Check Num	Company Name	Vendor ID	Memo	Paid
Accounts Payable						\$0.00
	7/16/2021	73762	Swing Education Inc	80087 Swing Education Inc	Summer program	\$4,040.00
	7/16/2021	73742	Alder Graduate School of Education	162913 Alder Graduate School of Education	21-22 Resident Scholarship Payments - Summer Te	\$2,354.00
	7/16/2021	73758	Orkin Pest Control (T-27468538) Lighthouse	73511 Orkin Pest Control (T-27468538) Lighthouse	Termite servicing 9/2021-9/2022	\$1,230.00
	7/16/2021	73744	Carbon Lighthouse, Inc.,	81914 Carbon Lighthouse, Inc.,	Energy Services	\$3,700.00
	7/16/2021	73745	CPM Educational Program	1764 CPM Educational Program	P.O. 2020-0083	\$6,593.83
	7/16/2021	73756	NWEA - Northwest Evaluation Association	15088 NWEA - Northwest Evaluation Association	MAP Growth K-12	\$17,100.00
	7/23/2021	73783	Seneca Center	24477 Seneca Center	LOD-FTE-MAR21-Revised	\$48,306.16
	7/23/2021	73784	Smartlite LLC	140713 Smartlite LLC	Student recruitment - Advert	\$1,050.00
	7/23/2021	73785	Staples Advantage	78680 Staples Advantage	Invoice 3481470371	\$21.19
	7/23/2021	73786	The Achievement Network LTD (ANET)	153474 The Achievement Network LTD (ANET)	Invoice Part 4 or 4	\$10,850.00
	7/23/2021	73788	Beretta Investment Group	105946 Beretta Investment Group	433 ST 201/202 Rent	\$4,545.00
	7/23/2021	73771	Fundisha Tamirah Goosby (DBA. Playhouse Rental)	163082 Fundisha Tamirah Goosby (DBA. Playhouse Rental)	Lodestar chair rental	\$410.00
	7/23/2021	73772	Liborio Brenda	142469 Liborio Brenda	Operations supplies	\$87.38
	7/23/2021	73773	Light Keepers LLC	7553 Light Keepers LLC	Rent for 444 Hegenberger Facility	\$58,000.00
	7/23/2021	73774	Managed Health Network	159401 Managed Health Network	EAP5-8/2021	\$269.50
	7/23/2021	73775	Maxim Healthcare Staffing Services, Inc.	156723 Maxim Healthcare Staffing Services, Inc.	Staffing services	\$2,800.00
	7/23/2021	73776	Mike Adelson Plastic (DBA: Mr. Plastic Inc.)	154709 Mike Adelson Plastic (DBA: Mr. Plastic Inc.)	135250- Brenda	\$610.86
	7/23/2021	73781	ORKIN LLC (32343578 Lodestar)	98757 ORKIN LLC (32343578 Lodestar)	Service fee	\$260.00
	7/23/2021	73780	Open Up Resources	117261 Open Up Resources	PO #. 2020-0073	\$759.00
	7/23/2021	73782	PCSD 701 105th Ave LLC	123405 PCSD 701 105th Ave LLC	Lodestar rent	\$92,743.75
	7/23/2021	73787	UC Regents (Berkeley)	17066 UC Regents (Berkeley)	Miriam Vasquez-CAL ID number: 3037383256	\$7,350.00
	7/23/2021	73777	national student clearinghouse	140167 national student clearinghouse	StudentTracker - High Schools Billing Period: 09/01/	\$595.00
	7/23/2021	73766	Alameda County (Property Tax)	50114 Alameda County (Property Tax)	Parcel # 44-5076-3-1	\$1,396.61
	7/23/2021	73769	CABRILLO COLLEGE	163083 CABRILLO COLLEGE	K12 Strong Workforce Program Round 1 Grant 7060	\$132,895.00
	7/23/2021	73788	Wright Specialty Premium Trust	163117 Wright Specialty Premium Trust	Policy 7NA5FF000022700	\$3,042.80
	7/23/2021	73778	Oakland Enrolls	119691 Oakland Enrolls	SY22-23 Oakland Enrolls Common Charter Applicati	\$16,000.00
	7/23/2021	73779	Open Up Resources	117261 Open Up Resources	PO #. 2020-0086	\$14,076.00
	7/23/2021	73770	Cogent Solutions & Supplies	152293 Cogent Solutions & Supplies	Custodian supplies	\$418.82
	7/23/2021	73767	Bay Area Charter School Athletic League	1743 Bay Area Charter School Athletic League	Annual BACSAC Member Dues.	\$12,900.00
	7/30/2021	73790	Beasley Plumbing	15655 Beasley Plumbing	Backflow	\$130.00
	7/30/2021	73794	Edtec Inc	1778 Edtec Inc	Consulting fee	\$1,687.50
	7/30/2021	73796	Hilbers INC	163320 Hilbers INC	Repair work at Lodestar	\$21,691.82
	7/30/2021	73799	PCSD 701 105th Ave LLC	123405 PCSD 701 105th Ave LLC	Reimb expenses Farallon Consulting invoice no.0036	\$8,093.26
	7/30/2021	73803	Seneca Center	24477 Seneca Center	LHC-FTE-JUN21	\$108,344.36
	7/30/2021	73804	Soki Hagiwara (ee)	163319 Soki Hagiwara (ee)	Lost check	\$2,022.63
	7/30/2021	73792	CliftonLarsonAllen LLP	113388 CliftonLarsonAllen LLP	Consulting fees	\$4,791.15
	7/30/2021	73797	Houghton Mifflin Harcourt Publishing Co. (Cust# 2021789)	91010 Houghton Mifflin Harcourt Publishing Co. (Cust# 2021789)	P.O 2020-0089	\$3,661.83
	7/30/2021	73798	Maxim Healthcare Staffing Services, Inc.	156723 Maxim Healthcare Staffing Services, Inc.	Consultation	\$2,650.00
	7/30/2021	73801	Professional Powerwashing Maintenance INC	163318 Professional Powerwashing Maintenance INC	Lighthouse deep cleaning	\$8,000.00
	7/30/2021	73806	Sujatha Ranganathan (1099)	159403 Sujatha Ranganathan (1099)	Consultation	\$11,250.00
	7/30/2021	73807	Swing Education Inc	80087 Swing Education Inc	Substitute Services	\$9,440.00
	7/30/2021	73808	T Mobile	155491 T Mobile	971888715- July	\$5,856.60
	7/30/2021	73809	Wells Fargo Financial Leasing, Inc - RICOH USA Program	33779 Wells Fargo Financial Leasing, Inc - RICOH USA Program	Lodestar copier	\$5,612.93
	7/30/2021	73811	Wright Specialty Premium Trust	163117 Wright Specialty Premium Trust	113945- August- 7NA5FF000022700	\$1,160.40
	7/30/2021	73795	EL Education, Inc	77726 EL Education, Inc	3-DAY Starting Strong - 2 Slots	\$1,800.00
	7/30/2021	73800	Piedmont Party Rental (RSVP party rentals Inc)	24761 Piedmont Party Rental (RSVP party rentals Inc)	Res# 39034	\$442.74
	7/30/2021	73810	Western Association of Schools dba Accrediting Commission	1715 Western Association of Schools dba Accrediting Commission	Account number 0161259633	\$1,100.00
	7/30/2021	73802	Renaissance (Former Schoolzilla)	152685 Renaissance (Former Schoolzilla)	Schoolzilla renewal services	\$16,200.00
	7/30/2021	73789	AMS.NET (Inc)	153612 AMS.NET (Inc)	SO-0031094- part 4 of 4	\$7,173.35
	7/30/2021	73791	CDW Government	93118 CDW Government	P.O. 2122-0004	\$24,692.41
	7/30/2021	73805	Staples Advantage	78680 Staples Advantage	Invoice 3482304677	\$541.41
	7/30/2021	73793	Cogent Solutions & Supplies	152293 Cogent Solutions & Supplies	Custodian supplies	\$1,828.23
	8/4/2021	73818	Jeffery Camarillo (ee)	142220 Jeffery Camarillo (ee)	Classroom supplies reimbursement	\$174.59
	8/4/2021	73819	Kone Inc.	25808 Kone Inc.	Service fee	\$260.01
	8/4/2021	73821	Nob Hill Catering, Inc.	139731 Nob Hill Catering, Inc.	NSLP Lodestar	\$12,868.00
	8/4/2021	73815	Comidas by Blanca (1099)	163413 Comidas by Blanca (1099)	Food for staff	\$980.00
	8/4/2021	73817	GROUPE APRO Inc.	154126 GROUPE APRO Inc.	Translation services	\$8,090.16



Account Date	Check Num	Company Name	Vendor ID	Memo	Paid
Accounts Payable					\$0.00
8/4/2021	73820	Kwalaty Consulting / Kate Levitt (1099)	162680 Kwalaty Consulting / Kate Levitt (1099)	Grants and Fundraising Support	\$3,750.00
8/4/2021	73822	Quality First Services, Inc	108683 Quality First Services, Inc	AUGUST, 2021 JANITORIAL SERVICES	\$595.00
8/4/2021	73813	California Teaching Commission (CTC)	15233 California Teaching Commission (CTC)	CTC permit	\$100.00
8/4/2021	73814	Clare Computer Solutions	8807 Clare Computer Solutions	Billable service	\$92.50
8/4/2021	73823	Wells Fargo Financial Leasing, Inc - RICOH USA Program	33779 Wells Fargo Financial Leasing, Inc - RICOH USA Program	Copier for LCPS shared	\$5,749.57
8/4/2021	73816	Envoy Studios INC	157959 Envoy Studios INC	Engagement Manager DATE: Jul 19, 2021; PROJEC	\$48.75
8/4/2021	73812	Aeries SIS	137332 Aeries SIS	Aeries Training Scheduled by Manisha & Sujatha	\$750.00
8/4/2021	73824	California Teaching Commission (CTC)	15233 California Teaching Commission (CTC)	CTC permit	\$100.00
8/4/2021	73825	California Teaching Commission (CTC)	15233 California Teaching Commission (CTC)	CTC permit	\$100.00
8/4/2021	73826	California Teaching Commission (CTC)	15233 California Teaching Commission (CTC)	CTC permit	\$100.00
8/4/2021	73827	California Teaching Commission (CTC)	15233 California Teaching Commission (CTC)	CTC permit	\$100.00
8/4/2021	73828	California Teaching Commission (CTC)	15233 California Teaching Commission (CTC)	CTC permit	\$100.00
8/4/2021	73829	California Teaching Commission (CTC)	15233 California Teaching Commission (CTC)	CTC permit	\$100.00
8/4/2021	73830	California Teaching Commission (CTC)	15233 California Teaching Commission (CTC)	CTC permit	\$100.00
8/4/2021	73843	California Teaching Commission (CTC)	15233 California Teaching Commission (CTC)	CTC permit	\$100.00
8/4/2021	73845	California Teaching Commission (CTC)	15233 California Teaching Commission (CTC)	CTC permit	\$100.00
8/4/2021	73844	California Teaching Commission (CTC)	15233 California Teaching Commission (CTC)	CTC permit	\$100.00
8/4/2021	73836	California Teaching Commission (CTC)	15233 California Teaching Commission (CTC)	CTC permit	\$100.00
8/4/2021	73860	California Teaching Commission (CTC)	15233 California Teaching Commission (CTC)	CTC permit	\$100.00
8/4/2021	73861	California Teaching Commission (CTC)	15233 California Teaching Commission (CTC)	CTC permit	\$100.00
8/4/2021	73851	California Teaching Commission (CTC)	15233 California Teaching Commission (CTC)	CTC permit	\$100.00
8/4/2021	73837	California Teaching Commission (CTC)	15233 California Teaching Commission (CTC)	CTC permit	\$100.00
8/4/2021	73852	California Teaching Commission (CTC)	15233 California Teaching Commission (CTC)	CTC permit	\$100.00
8/4/2021	73853	California Teaching Commission (CTC)	15233 California Teaching Commission (CTC)	CTC permit	\$100.00
8/4/2021	73849	California Teaching Commission (CTC)	15233 California Teaching Commission (CTC)	CTC permit	\$100.00
8/4/2021	73854	California Teaching Commission (CTC)	15233 California Teaching Commission (CTC)	CTC permit	\$100.00
8/4/2021	73850	California Teaching Commission (CTC)	15233 California Teaching Commission (CTC)	CTC permit	\$100.00
8/4/2021	73831	California Teaching Commission (CTC)	15233 California Teaching Commission (CTC)	CTC permit	\$100.00
8/4/2021	73832	California Teaching Commission (CTC)	15233 California Teaching Commission (CTC)	CTC permit	\$100.00
8/4/2021	73855	California Teaching Commission (CTC)	15233 California Teaching Commission (CTC)	CTC permit	\$100.00
8/4/2021	73833	California Teaching Commission (CTC)	15233 California Teaching Commission (CTC)	CTC permit	\$100.00
8/4/2021	73856	California Teaching Commission (CTC)	15233 California Teaching Commission (CTC)	CTC permit	\$100.00
8/4/2021	73864	California Teaching Commission (CTC)	15233 California Teaching Commission (CTC)	CTC permit	\$100.00
8/4/2021	73865	California Teaching Commission (CTC)	15233 California Teaching Commission (CTC)	CTC permit	\$100.00
8/4/2021	73835	California Teaching Commission (CTC)	15233 California Teaching Commission (CTC)	CTC permit	\$100.00
8/4/2021	73846	California Teaching Commission (CTC)	15233 California Teaching Commission (CTC)	CTC permit	\$100.00
8/4/2021	73847	California Teaching Commission (CTC)	15233 California Teaching Commission (CTC)	CTC permit	\$100.00
8/4/2021	73838	California Teaching Commission (CTC)	15233 California Teaching Commission (CTC)	CTC permit	\$100.00
8/4/2021	73839	California Teaching Commission (CTC)	15233 California Teaching Commission (CTC)	CTC permit	\$100.00
8/4/2021	73840	California Teaching Commission (CTC)	15233 California Teaching Commission (CTC)	CTC permit	\$100.00
8/4/2021	73848	California Teaching Commission (CTC)	15233 California Teaching Commission (CTC)	CTC permit	\$100.00
8/4/2021	73857	California Teaching Commission (CTC)	15233 California Teaching Commission (CTC)	CTC permit	\$100.00
8/4/2021	73841	California Teaching Commission (CTC)	15233 California Teaching Commission (CTC)	CTC permit	\$100.00
8/4/2021	73858	California Teaching Commission (CTC)	15233 California Teaching Commission (CTC)	CTC permit	\$100.00
8/4/2021	73859	California Teaching Commission (CTC)	15233 California Teaching Commission (CTC)	CTC permit	\$100.00
8/4/2021	73866	California Teaching Commission (CTC)	15233 California Teaching Commission (CTC)	CTC permit	\$100.00
8/4/2021	73862	California Teaching Commission (CTC)	15233 California Teaching Commission (CTC)	CTC permit	\$100.00
8/4/2021	73834	California Teaching Commission (CTC)	15233 California Teaching Commission (CTC)	CTC permit	\$100.00
8/4/2021	73863	California Teaching Commission (CTC)	15233 California Teaching Commission (CTC)	CTC permit	\$100.00
8/4/2021	73842	California Teaching Commission (CTC)	15233 California Teaching Commission (CTC)	CTC permit	\$100.00
8/16/2021	73867	Maria Ramazzini (1099)	163781 Maria Ramazzini (1099)	Consulting- Support and organize system to meet re	\$3,300.00
8/20/2021	73913	USI Insurance Services LLC	152295 USI Insurance Services LLC	Bill to LIGHTCOMB-7/1/21-7/1/22	\$7,500.00
8/20/2021	73890	Envision Education	154862 Envision Education	Alder Residency - Apr - Jun 2021	\$5,884.98
8/20/2021	73891	Envoy Studios INC	157959 Envoy Studios INC	Zendesck Consulting	\$2,096.25
8/20/2021	73900	K12 Health	164008 K12 Health	School nurse services	\$1,287.78
8/20/2021	73911	Staples Advantage	78680 Staples Advantage	3481380120	\$1,126.96
8/20/2021	73883	California Teaching Commission (CTC)	15233 C:Powered by BoardOnTrackion (CTC)	CTC permit	\$100.00



Account	Date	Check Num	Company Name	Vendor ID	Memo	Paid
Accounts Payable						\$0.00
	8/20/2021	73893	Gertrude Agbontaen-2 (ee)	123401 Gertrude Agbontaen-2 (ee)	July 3, credit card expense	\$283.25
	8/20/2021	73895	Hibser Yamauchi Architects Inc	84485 Hibser Yamauchi Architects Inc	Lighthouse upgrade	\$3,123.75
	8/20/2021	73899	ADP, LLC	110241 ADP, LLC	ADP Electronic I-9 Services	\$110.00
	8/20/2021	73868	ACCO Engineered Systems Inc	132061 ACCO Engineered Systems Inc	Split System Blower Motor Replacement	\$1,829.00
	8/20/2021	73909	Smartlite LLC	140713 Smartlite LLC	Advertising Display Space Rental - Panel 15A	\$700.00
	8/20/2021	73886	Cogent Solutions & Supplies	152293 Cogent Solutions & Supplies	custodial supplies	\$437.74
	8/20/2021	73894	GROUPE APRO Inc.	154126 GROUPE APRO Inc.	COVID-19 Independent Study Policy 21-22" and "LCI	\$573.58
	8/20/2021	73888	Crosslink Network	158071 Crosslink Network	Internet Service (08/10/2021 - 09/10/2021	\$1,637.01
	8/20/2021	73898	Its The Impact	163779 Its The Impact	Impact Leadership Coaching	\$7,665.00
	8/20/2021	73899	Juan Espinoza (1099)	163780 Juan Espinoza (1099)	Measure N- heat vent that goes from heat conveyor	\$650.00
	8/20/2021	73901	Krueger International Inc. (KI.COM)	123191 Krueger International Inc. (KI.COM)	Lighthouse K8 Library classrooms	\$84,109.87
	8/20/2021	73903	Marin Community Foundation	163859 Marin Community Foundation	Allocated to the Quest Fund for grant 2020-00960.	\$40,000.00
	8/20/2021	73907	Piedmont Party Rental (RSVP party rentals Inc)	24761 Piedmont Party Rental (RSVP party rentals Inc)	Canopy rental	\$3,046.51
	8/20/2021	73904	Mills College	58106 Mills College	Belen Orozoo - TD B00507595-uition	\$7,500.00
	8/20/2021	73889	Einhorn, Laura (ee)	71428 Einhorn, Laura (ee)	Classroom supplies match with Doonor choose	\$207.87
	8/20/2021	73908	Romero, Julio (1099-7)	95039 Romero, Julio (1099-7)	Junk removal	\$2,500.00
	8/20/2021	73870	Alliance Pension Consultants, LLC	98556 Alliance Pension Consultants, LLC	Charles Schwab Trust Expenses period ending 12/31	\$3,404.80
	8/20/2021	73902	Language People Inc.	116576 Language People Inc.	Translation	\$270.00
	8/20/2021	73906	PCSD 701 105th Ave LLC	123405 PCSD 701 105th Ave LLC	Reimbursement expenses - Carbon Lighthouse Gen	\$4,000.46
	8/20/2021	73881	Belen Orozoo Reimb	124331 Belen Orozoo Reimb	School opening supplies	\$4,393.00
	8/20/2021	73880	AMS.NET (Inc)	153612 AMS.NET (Inc)	P.O. 2020-0070	\$27,115.49
	8/20/2021	73887	Comidas by Blanca (1099)	163413 Comidas by Blanca (1099)	Board refreshment	\$375.00
	8/20/2021	73882	Benjamin Williamson (EE)	164007 Benjamin Williamson (EE)	Classroom supplies	\$247.75
	8/20/2021	73914	Wright Specialty Premium Trust	163117 Wright Specialty Premium Trust	Policy 7NA5FF000022700	\$1,160.40
	8/20/2021	73905	Open Up Resources	117261 Open Up Resources	PO #: 2122-0009	\$1,320.00
	8/20/2021	73897	IT Savvy LLC	154705 IT Savvy LLC	P.O 2020-0248	\$33,115.75
	8/20/2021	73892	FishTank Learning Inc	164046 FishTank Learning Inc	P.O. 2122-0003	\$1,800.00
	8/20/2021	73885	Cogent Solutions & Supplies	152293 Cogent Solutions & Supplies	Custodian supplies	\$90.96
	8/20/2021	73879	AMS.NET (Inc)	153612 AMS.NET (Inc)	P.O. 2020-0070	\$26,322.40
	8/20/2021	73910	Staples Advantage	78680 Staples Advantage	3483469661	\$19,232.63
	8/20/2021	73912	Swing Education Inc	80087 Swing Education Inc	Substitute Services- ELPAC	\$4,280.00
	8/20/2021		Amazon Capital Services	98543 Amazon Capital Services	Act: ACLJ600R9IMX0	\$44,365.49
	8/20/2021	73896	HopSkipDrive, Inc.	159062 HopSkipDrive, Inc.	SPED transportation	\$2,849.32
	8/20/2021	73884	Carbon Lighthouse, Inc.,	81914 Carbon Lighthouse, Inc.,	Energy Services Year 2 Monthly	\$3,700.00
	8/20/2021	73872	Amazon Capital Services	98543 Amazon Capital Services	ACLJ600R9IMX0	\$278.80
	8/20/2021	73877	Amazon Capital Services	98543 Amazon Capital Services	Act: ACLJ600R9IMX0	\$736.58
	8/20/2021	73878	Amazon Capital Services	98543 Amazon Capital Services	Act: ACLJ600R9IMX0	\$18,541.25
	8/20/2021	73873	Amazon Capital Services	98543 Amazon Capital Services	Act: ACLJ600R9IMX0	\$2,402.42
	8/20/2021	73871	Amazon Capital Services	98543 Amazon Capital Services	Act: ACLJ600R9IMX0	\$41.15
	8/20/2021	73876	Amazon Capital Services	98543 Amazon Capital Services	ACLJ600R9IMX0	\$492.60
	8/20/2021	73875	Amazon Capital Services	98543 Amazon Capital Services	ACLJ600R9IMX0	\$292.99
	8/20/2021	73874	Amazon Capital Services	98543 Amazon Capital Services	ACLJ600R9IMX0	\$21,579.70
	8/25/2021	73920	Gonzalez-Medina, Talia (ee)	77292 Gonzalez-Medina, Talia (ee)	Alder tuition reimbursement	\$2,000.00
	8/25/2021	73924	Jostens	7105 Jostens	invoice- 26765952	\$14.31
	8/25/2021	73915	Bay Alarm Company (4920)	76886 Bay Alarm Company (4920)	Acct Number 21374920	\$78.83
	8/25/2021	73932	ORKIN LLC (32343578 Lodestar)	98757 ORKIN LLC (32343578 Lodestar)	Monthly service	\$280.00
	8/25/2021	73934	PCSD 701 105th Ave LLC	123405 PCSD 701 105th Ave LLC	Lodestar rent	\$92,743.75
	8/25/2021	73921	GROUPE APRO Inc.	154126 GROUPE APRO Inc.	Translation	\$2,610.00
	8/25/2021	73929	Mundo Pato Inc.	158056 Mundo Pato Inc.	PO #: 2020-0053	\$350.00
	8/25/2021	73927	Managed Health Network	159401 Managed Health Network	EAP5- 9/2021	\$269.50
	8/25/2021	73928	Maria Ramazzini (1099)	163781 Maria Ramazzini (1099)	Consulting	\$1,693.00
	8/25/2021	73933	PAR Inc.	164232 PAR Inc.	P.O. 21220015	\$708.48
	8/25/2021	73935	Tamara Thrower (1099)	164233 Tamara Thrower (1099)	Alder Resident	\$1,818.18
	8/25/2021	73917	Carla Jasso (1099)	164234 Carla Jasso (1099)	Alder Resident	\$1,818.18
	8/25/2021	73925	Julian Cote (1099)	164235 Julian Cote (1099)	Alder Resident	\$1,818.18
	8/25/2021	73930	Noelle Clark (1099)	164236 Noelle Clark (1099)	Alder Resident	\$1,818.18
	8/25/2021	73923	Isabel Robles- Moreno (1099)	164237 Isabel Robles- Moreno (1099)	Alder Resident	\$1,818.18



Account Date	Check Num	Company Name	Vendor ID	memo	Paid
		Accounts Payable			\$0.00
8/25/2021	73926	Light Keepers LLC	7553 Light Keepers LLC	Rent for 444 Hegenberger Facility	\$58,000.00
8/25/2021	73916	Beretta Investment Group	105946 Beretta Investment Group	433 Hegenberger Rd. ST 201/202 Rent	\$4,821.00
8/25/2021	73919	Concur Technologies, Inc.	163442 Concur Technologies, Inc.	Concur Technologies, Inc.(236575)-101500155078	\$3,147.36
8/25/2021	73931	Open Up Resources	117261 Open Up Resources	PO #: 2122-0013	\$760.00
8/25/2021	73922	Instruction Partners	153858 Instruction Partners	Partnership Contract Invoice #1 out of 2	\$65,050.00
8/25/2021	73918	Cogent Solutions & Supplies	152293 Cogent Solutions & Supplies	custodial supplies	\$4,213.96
9/3/2021	73945	Department Of Justice (DOJ)	1770 Department Of Justice (DOJ)	Finger Printing	\$2,115.00
9/3/2021	73941	California Interscholastic Federation State Office	7772 California Interscholastic Federation State Office	California interscholastic federation	\$273.68
9/3/2021	73943	Clare Computer Solutions	8807 Clare Computer Solutions	Service call	\$277.50
9/3/2021	73963	Torres, Jacobo (1099)	9092 Torres, Jacobo (1099)	Landscaping	\$3,300.00
9/3/2021	73938	Alliant International University	18388 Alliant International University	Student ID- 2004775-Rose Galvez	\$2,965.17
9/3/2021	73960	Piedmont Party Rental (RSVP party rentals Inc)	24761 Piedmont Party Rental (RSVP party rentals Inc)	Contract 43531	\$2,541.00
9/3/2021	73956	Law Offices of Young, Minney & Corr, LLP	24946 Law Offices of Young, Minney & Corr, LLP	Legal fees	\$3,987.00
9/3/2021	73953	Kone Inc.	25808 Kone Inc.	monthly Service	\$260.01
9/3/2021	73965	Wells Fargo Financial Leasing, Inc - RICOH USA Program	33779 Wells Fargo Financial Leasing, Inc - RICOH USA Program	Lodestar copier	\$6,892.12
9/3/2021	73947	George Olmos Securities	53960 George Olmos Securities	Service call	\$703.00
9/3/2021	73942	Charles Schwab Bank	54972 Charles Schwab Bank	Bill period 4/1/21-6/30/21	\$1,034.94
9/3/2021	73959	Orkin Pest Control (T-27468538) Lighthouse	73511 Orkin Pest Control (T-27468538) Lighthouse	Service call	\$161.55
9/3/2021	73950	Hibser Yamauchi Architects Inc	84485 Hibser Yamauchi Architects Inc	Services Rendered through August 31, 2021	\$2,070.25
9/3/2021	73961	Quality First Services, Inc	108683 Quality First Services, Inc	Custodian service at Shared service	\$595.00
9/3/2021	73955	Lamar Media Corp	114727 Lamar Media Corp	Lighthouse Community Public Schools- Bus Ad	\$4,000.00
9/3/2021	73954	Krueger International Inc. (KI.COM)	123191 Krueger International Inc. (KI.COM)	P.O. 2020-0082	\$27,255.21
9/3/2021	73936	ACCO Engineered Systems Inc	132061 ACCO Engineered Systems Inc	Service call at Lodestar	\$815.00
9/3/2021	73940	AMS.NET (Inc)	153612 AMS.NET (Inc)	P.O 2021-0022	\$22,217.00
9/3/2021	73948	GROUPE APRO Inc.	154126 GROUPE APRO Inc.	Translation	\$3,276.32
9/3/2021	73952	Katrina D. Valdez	162682 Katrina D. Valdez	Consultation for measure n	\$800.00
9/3/2021	73957	Marenem Inc.(The secret story)	164612 Marenem Inc.(The secret story)	P.O. 2122-0017	\$792.00
9/3/2021	73949	Haro Veronica (ee)	11687 Haro Veronica (ee)	Classroom supplies	\$34.61
9/3/2021	73951	Houghton Mifflin Harcourt Publishing Co. (Cust# 2021789)	91010 Houghton Mifflin Harcourt Publishing Co. (Cust# 2021789)	P.O. 2021-0024	\$25,293.60
9/3/2021	73964	Ultimate Game Truck (Meventes Inc)	164660 Ultimate Game Truck (Meventes Inc)	Dean program	\$375.00
9/3/2021	73962	Staples Advantage	78680 Staples Advantage	3484232456	\$13.92
9/3/2021	73939	Altitude Learning	152888 Altitude Learning	21/22 Platform and Training Fees	\$50,000.00
9/3/2021	73958	NCS Pearson Inc	1844 NCS Pearson Inc	P.O. 20210026	\$28,894.00
9/3/2021	73937	Aeries SIS	137332 Aeries SIS	Aeries Training-Manisha Patel, Sujatha Ranganathar	\$6,500.00
9/3/2021	73944	Cogent Solutions & Supplies	152293 Cogent Solutions & Supplies	custodial supplies	\$1,856.73
9/3/2021	73946	Edtec Inc	1778 Edtec Inc	Consultation fee	\$1,920.00
9/3/2021	73966	Yesenia Sanchez (ee)	164669 Yesenia Sanchez (ee)	Lost Check	\$1,884.97
9/10/2021	74014	Amplify Education, Inc.	70453 Amplify Education, Inc.	P.O - 2020-0090	\$77,599.62
9/10/2021	73986	Swing Education Inc	80087 Swing Education Inc	Substitute	\$10,755.00
9/10/2021	73975	Fee, Karen (reimb)	15613 Fee, Karen (reimb)	Fundraising expense reimb.	\$1,457.00
9/10/2021	73983	Seneca Center	24477 Seneca Center	83LODE-JUL21	\$51,802.05
9/10/2021	73982	RedTomatoes Org	31999 RedTomatoes Org	Live Scan fingerprinting X 1 Applicant	\$25.00
9/10/2021	73981	PCSD 701 105th Ave LLC	123405 PCSD 701 105th Ave LLC	Reimbursement expenses - Farallon Consulting invo	\$2,585.00
9/10/2021	73984	Smartlite LLC	140713 Smartlite LLC	Student recruitment Ad	\$350.00
9/10/2021	73974	Envoy Studios INC	157959 Envoy Studios INC	Consulting	\$828.75
9/10/2021	73967	Alder Graduate School of Education	162913 Alder Graduate School of Education	21-22 Resident Scholarship Payments - Fall Term	\$2,823.00
9/10/2021	73987	Wright Specialty Premium Trust	163117 Wright Specialty Premium Trust	7NA5CP0000295-00	\$38,438.40
9/10/2021	73977	Maria Ramazzini (1099)	163781 Maria Ramazzini (1099)	Consulting fee	\$1,350.00
9/10/2021	73976	Isabel Guzman (1099)	164825 Isabel Guzman (1099)	Data entry-LCCS High Sch	\$100.00
9/10/2021	73972	Celeste Guzman (1099)	164826 Celeste Guzman (1099)	Data entry LCCS High School	\$100.00
9/10/2021	73978	Moon, Dennise (ee)	102592 Moon, Dennise (ee)	SPed reimb	\$335.55
9/10/2021	73980	Nnnenna Unelloh (Volunteer)	164879 Nnnenna Unelloh (Volunteer)	Dual enrollment reimbursement	\$77.95
9/10/2021	73985	Staples Advantage	78680 Staples Advantage	3484232455	\$839.44
9/10/2021	73973	Cogent Solutions & Supplies	152293 Cogent Solutions & Supplies	custodial supplies	\$2,314.59
9/10/2021	73970	Apex Learning Inc.	5000 Apex Learning Inc.	PO Number 2021-0027	\$2,000.00
9/10/2021		Tamara Thrower (1099)	164233 Tamara Thrower (1099)	Alder Resident	\$1,818.18
9/10/2021	73971	CDW Government	931	P.O. 2021-0030	\$27,858.58



Accounts Payable				\$0.00
9/10/2021	73979	NCS Pearson Lighthouse Community Charter Public Schools - LCPS Board of Directors - Regular Meeting (October 6th, 2021) - Agenda - Wednesday October 6, 2021 at 6:00 PM	1077100 Pearson Inc	210028 \$896.86
9/10/2021	73989	AMS.NET (Inc)	153612 AMS.NET (Inc)	P.O 2021-0022 \$502.50
9/10/2021	73988	Amazon Mktplace Pmts	60077 Amazon Mktplace Pmts	16YW-MMFL-WTDW -111-4577493-2860248 \$1,525.76
9/10/2021	74010	Amazon Mktplace Pmts	60077 Amazon Mktplace Pmts	1GH6-4G7R-R939 \$325.87
9/10/2021	73995	Amazon Mktplace Pmts	60077 Amazon Mktplace Pmts	1T6C-6VRX-RGHH \$4,221.08
9/10/2021	73991	Amazon Mktplace Pmts	60077 Amazon Mktplace Pmts	1WRR-MMXJ-VKDX \$11,106.09
9/10/2021	73997	Amazon Mktplace Pmts	60077 Amazon Mktplace Pmts	16NT-H1DY-TR9N \$5,666.19
9/10/2021	74011	Amazon Mktplace Pmts	60077 Amazon Mktplace Pmts	1RKR-3CXL-RF4P \$752.60
9/10/2021	73998	Amazon Mktplace Pmts	60077 Amazon Mktplace Pmts	1WRR-MMXJ-VPPY \$1,481.33
9/10/2021	73999	Amazon Mktplace Pmts	60077 Amazon Mktplace Pmts	16QX-Y9L4-TCGK \$1,054.46
9/10/2021	74004	Amazon Mktplace Pmts	60077 Amazon Mktplace Pmts	1T6C-6VRX-TCL7 \$1,406.86
9/10/2021	74000	Amazon Mktplace Pmts	60077 Amazon Mktplace Pmts	1C1V-PY4M-TMMH \$40.72
9/10/2021	74002	Amazon Mktplace Pmts	60077 Amazon Mktplace Pmts	1THM-L6MG-T6NX \$8,362.89
9/10/2021	74001	Amazon Mktplace Pmts	60077 Amazon Mktplace Pmts	1C1V-PY4M-TRTV \$3,963.91
9/10/2021	74008	Amazon Mktplace Pmts	60077 Amazon Mktplace Pmts	1PYY-1WTN-JQYQ \$132.12
9/10/2021	73993	Amazon Mktplace Pmts	60077 Amazon Mktplace Pmts	16NT-H1DY-VVW4 \$988.60
9/10/2021	73994	Amazon Mktplace Pmts	60077 Amazon Mktplace Pmts	16QX-Y9L4-V7FM \$2,966.17
9/10/2021	74009	Amazon Mktplace Pmts	60077 Amazon Mktplace Pmts	1GH6-4G7R-TTPC \$94.40
9/10/2021	73992	Amazon Mktplace Pmts	60077 Amazon Mktplace Pmts	1RDC-YPQX-TKVM \$1,364.52
9/10/2021	74005	Amazon Mktplace Pmts	60077 Amazon Mktplace Pmts	1QDW-R93R-TM13 \$1,989.37
9/10/2021	73996	Amazon Mktplace Pmts	60077 Amazon Mktplace Pmts	1T6C-6VRX-TVQC \$1,495.11
9/10/2021	74006	Amazon Mktplace Pmts	60077 Amazon Mktplace Pmts	1KG9-G93L-V4L3 \$3,579.61
9/10/2021	73988	Amazon Mktplace Pmts	60077 Amazon Mktplace Pmts	1T6C-6VRX-TXR4 \$625.80
9/10/2021	73990	Amazon Mktplace Pmts	60077 Amazon Mktplace Pmts	1PYY-1WTN-K9QM \$3,956.20
9/10/2021	73989	Amazon Mktplace Pmts	60077 Amazon Mktplace Pmts	16NT-H1DY-WH9T \$5,394.84
9/10/2021	74003	Amazon Mktplace Pmts	60077 Amazon Mktplace Pmts	1PYY-1WTN-K7HC \$802.16
9/10/2021	74007	Amazon Mktplace Pmts	60077 Amazon Mktplace Pmts	1RKR-3CXL-TXRN \$71.63
9/17/2021	74018	Clare Computer Solutions	8807 Clare Computer Solutions	Service call \$277.50
9/17/2021	74024	Law Offices of Young, Minney & Corr, LLP	24946 Law Offices of Young, Minney & Corr, LLP	Legal Services \$7,549.97
9/17/2021	74027	Wells Fargo Financial Leasing, Inc - RICOH USA Program	33779 Wells Fargo Financial Leasing, Inc - RICOH USA Program	Lodestar copiers \$2,166.41
9/17/2021	74017	Charles Schwab Bank	54972 Charles Schwab Bank	billing 4/1/21-6/30/21 \$1,034.94
9/17/2021	74026	Romero, Julio (1099-7)	95039 Romero, Julio (1099-7)	Repairs at Lighthouse \$2,000.00
9/17/2021	74012	ADP, LLC	110241 ADP, LLC	ADP Electronic I-9 Services \$151.00
9/17/2021	74013	Aeries SIS	137332 Aeries SIS	TR-2438 \$9,250.00
9/17/2021	74019	Codding Energy & Mechanical Inc.	139432 Codding Energy & Mechanical Inc.	customer 0000202 \$2,353.68
9/17/2021	74021	GROUPE APRO Inc.	154126 GROUPE APRO Inc.	English to Spanish Interpreting \$4,550.00
9/17/2021	74023	Kone Inc (Lod-41842874)	154298 Kone Inc (Lod-41842874)	Customer : 13692375- 09/01/2021-08/31/2022 \$3,619.92
9/17/2021		Maria Ramazzini (1099)	163781 Maria Ramazzini (1099)	Consulting- Support \$1,693.00
9/17/2021	74016	CDW Government	93118 CDW Government	P.O 2021-0030 \$13,929.29
9/17/2021	74015	Carbon Lighthouse, Inc.,	81914 Carbon Lighthouse, Inc.,	Energy Services \$1,850.00
9/17/2021	74025	Nob Hill Catering, Inc.	139731 Nob Hill Catering, Inc.	NSLP-Lighthouse \$84,296.14
9/17/2021	74020	Cogent Solutions & Supplies	152293 Cogent Solutions & Supplies	Custodian supplies \$830.59
9/17/2021	74022	HopSkipDrive, Inc.	159062 HopSkipDrive, Inc.	SPED transportation \$1,505.97
9/17/2021	74028	WeVideo Inc	164837 WeVideo Inc	P.O. 2021-0038 \$1,181.00
<b>Total - Accounts Payable</b>				<b>\$2,247,788.85</b>
<b>Total</b>				<b>\$2,247,788.85</b>

# Cover Sheet

## LCPS Organizational Priorities, OKRs, and Academic Update

**Section:** III. Discussion and Approval Items  
**Item:** D. LCPS Organizational Priorities, OKRs, and Academic Update  
**Purpose:** Discuss  
**Submitted by:**  
**Related Material:** 6.1 Board Academic Update AAC \_\_2021-22.pdf  
College Career Board Presentation Oct 2021 .pdf  
LCPS Scorecard 21-22 - 2. Board Update 6.1.pdf  
LCPS Scorecard 21-22 - 1. Baselines.pdf





# LODESTAR

A Lighthouse Community Public School

## Academic Update October 6, 2021

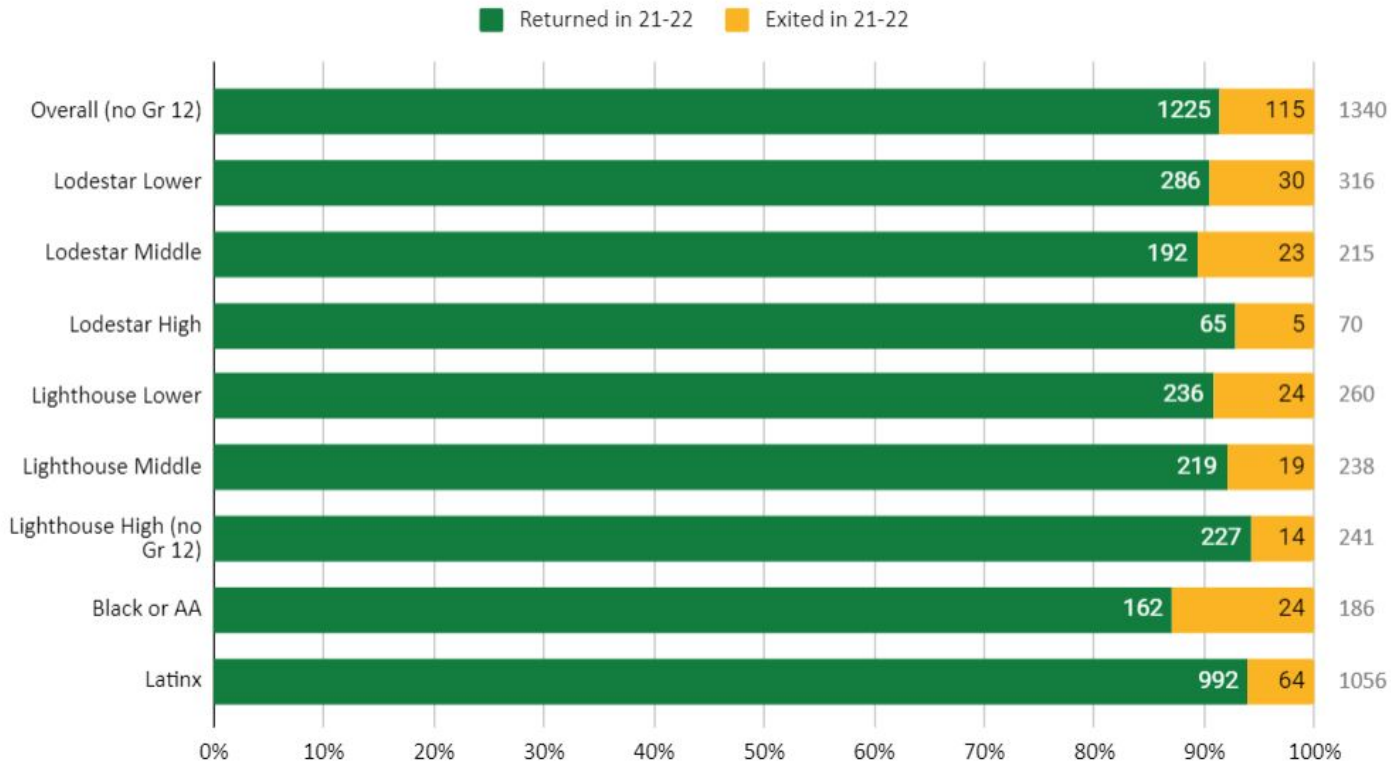
# Critical Data, Analysis, and Actions for 6.2 and 6.3





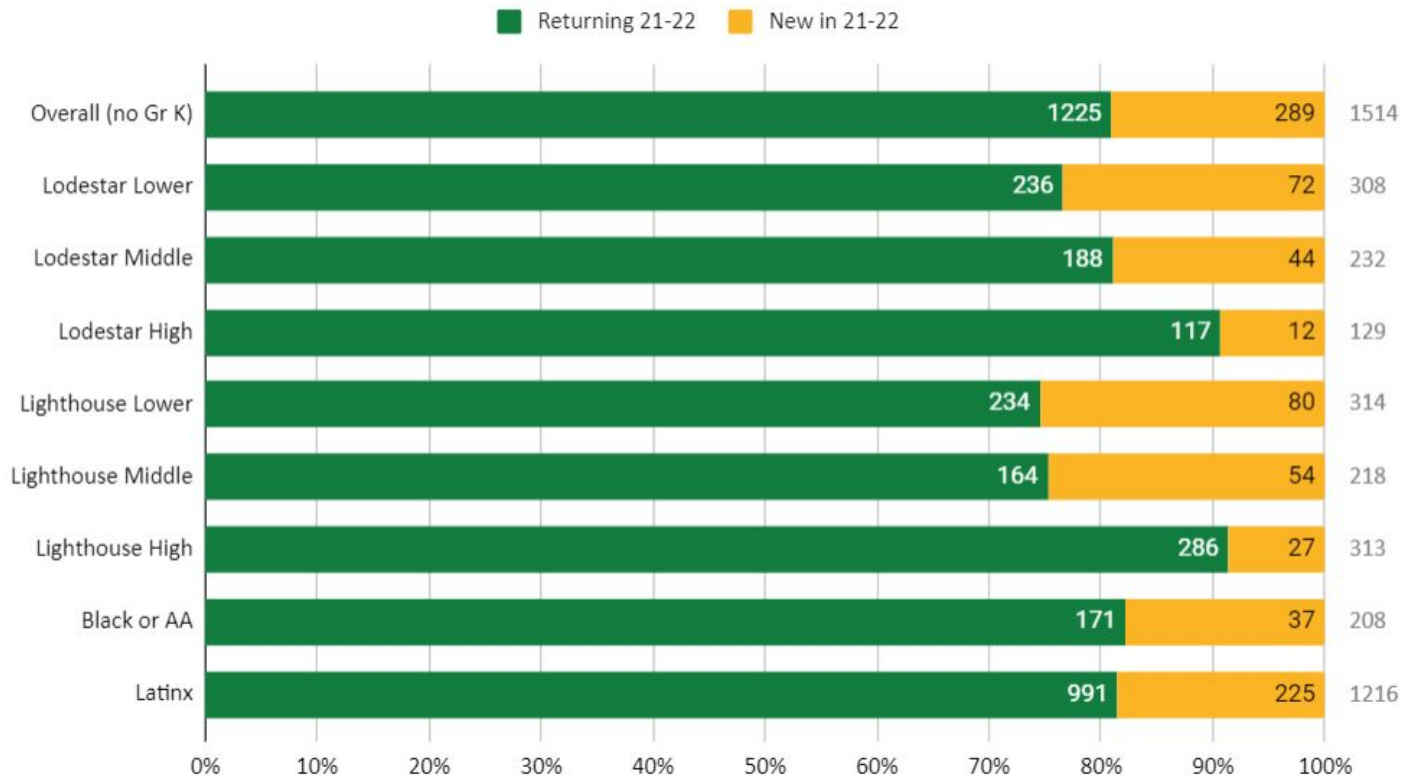
# LCPS 21-22 SY - 91% Student Retention

LCPS Students: Number Returning in 21-22



# LCPS 21-22 SY - 289 New Students

## LCPS Students: Number New in 21-22



# LCPS 21-22 SY COVID Data

2,328+

COVID Tests Taken

\*Compared to 16,000 for our zip codes over past 28 days

0

Confirmed In-School Transmission

23

Positive Cases on Campus during an Infectious Period

*30 Positive Cases Overall*

1%

Test Positivity Rate for LCPS In-Person\*

\*Compared to 5.9% for our zip codes over past 28 days

	New Cases by Week				
	8/9	8/16	8/23	8/30	9/6
LH	5	3	1	1	2
L*	3	3	3	1	1
LCPS Total	8	6	4	2	3



# STRATEGIC SOLUTIONS

## MULTI-TIERED TEACHER COVERAGE

- External Substitute Providers **30-50%**
- Credentialed After School Staff
- Prep Coverage
- Combine Classrooms 4-6 Students
- Leaders Teach

**HIRED IN HOUSE SUBSTITUTES AT EACH SITE**

**TIGHTENING COVID-RELATED TEACHER ABSENCE PROTOCOLS**

**TIGHTENING CONTACT TRACING TOOLS**

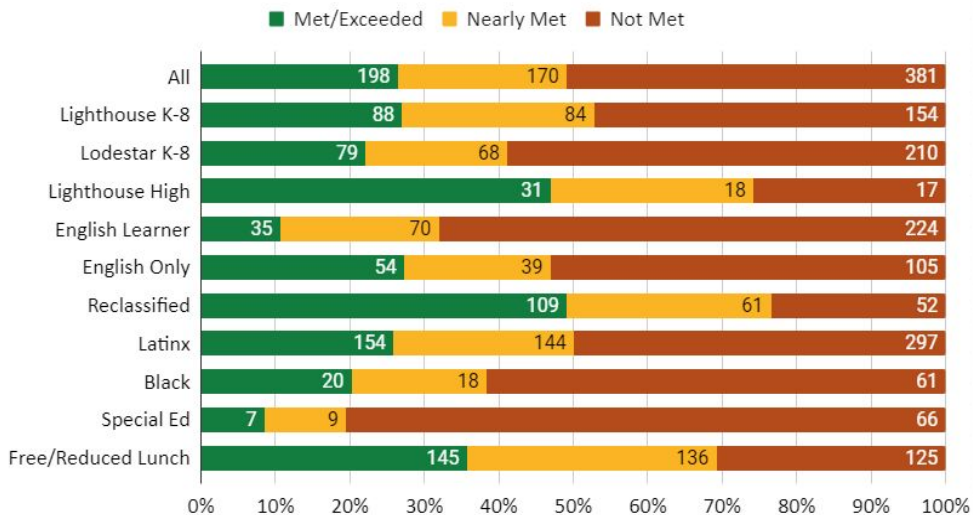
# Data Availability

- Minimal CA data available due to COVID from SY 20-21
  - School-to-school comparison not officially published yet, as only 700K students were assessed across CA
  - No data for 19-20
- Many LEAs, including OUSD, did not administer test last year
- LCPS one of the few to administer because we needed to:
  - Measure student growth for college/career readiness accuracy
  - Ensure LCPS had official data set for Lodestar's charter renewal which was extended 2 years per SB 130

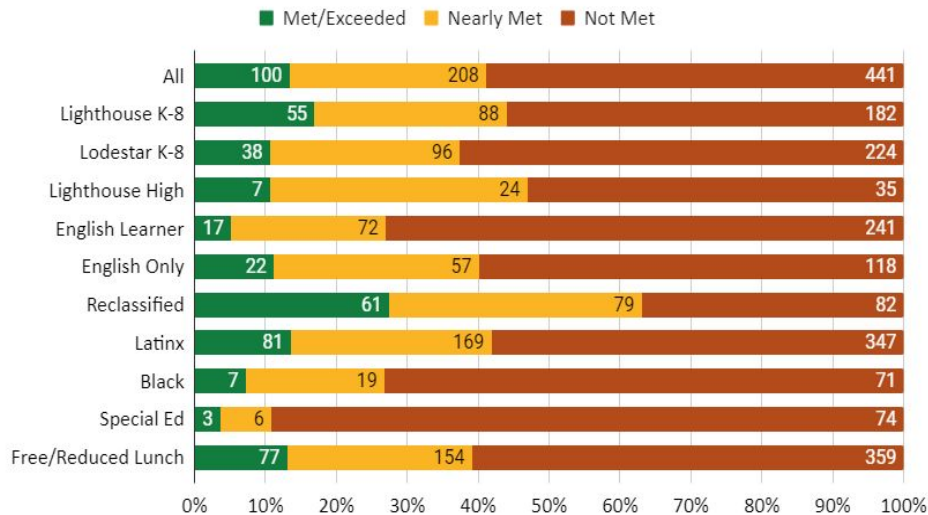


# CAASPP - Data Deck

## LCPS CAASPP 2021 - ELA



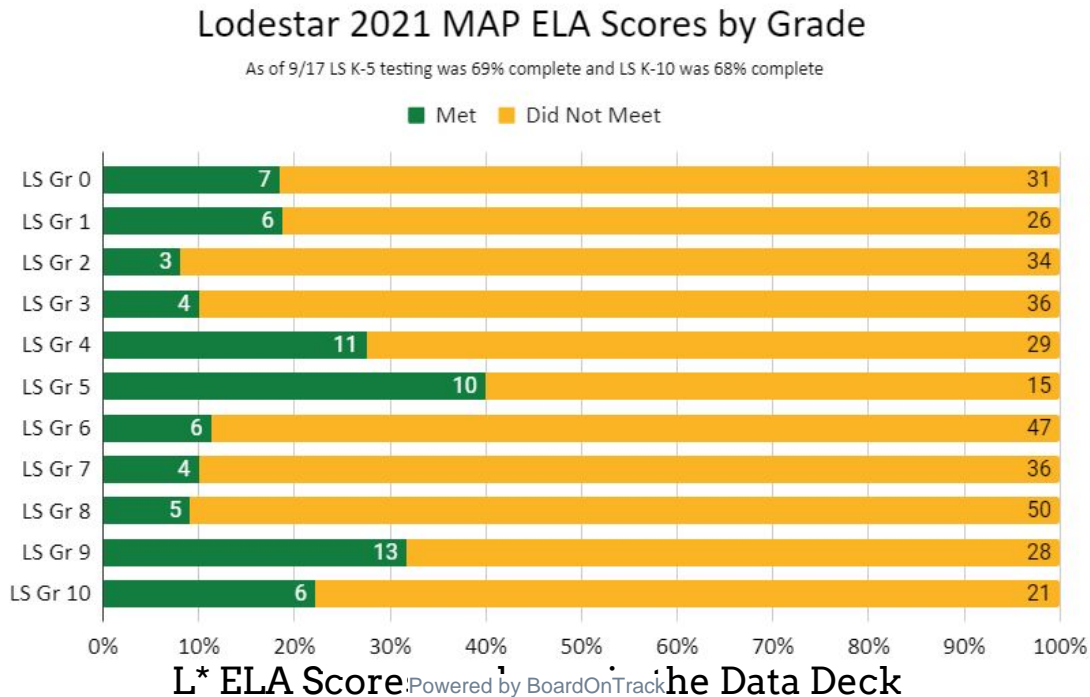
## LCPS CAASPP 2021 - Math





# MAP Data - Data Deck

Most grades showing a severe impact from COVID on MAP scores



# Trend. Analysis. Action.

Redesignated Emerging Bilinguals (ELLs) outperform English only peers.

Mastery of language skills is essential to the academic success at least 56% of our student population.



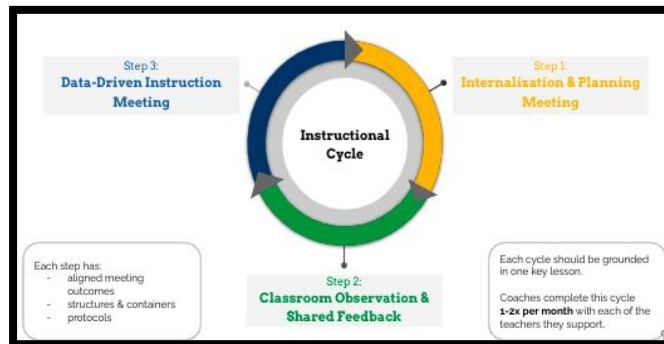
**Action:** Through weekly and monthly walkthroughs, we will monitor the quality of integrated and designated ELD.

**integrated:** language clarification and acquisition support provided during regular content area lessons to ensuring understanding of content and academic language used in each lesson

**designated:** protected instructional time used to support acquisition of language as evidenced by purposeful use of language, meaningful interactions, and an understanding how language works.

# Trend. Analysis. Action.

Instruction Partners  
Walkthrough Rigor  
Indicator  
ELA>Math



ELA Modules adopted and **implemented** by teachers with greater fidelity to standards in the face of student misconception.

**Action:** Through our **coaching cycle with math teachers**, instructional leaders will support **internalization**, observe for rigorous **instruction**, and collaboratively analyze student work in Altitude for **impact**.



# Trend. Analysis. Action.

Instruction Partners  
Walkthrough  
**Core Action 2:  
Ensuring Student  
Learning**



As we shifted our focus to preparation for teaching, we must maintain a focus on instructional practices that amplify student learning within the lesson.

**Action:** During live coaching sessions, we will focus on instructional practices like **checks for understanding** and **text dependent questions** to illuminate and respond to student misconceptions thereby **ensuring student learning.**

**live coaching:** instructional leaders provide reminders, feedback, or modeling to teacher on a agreed upon goal.



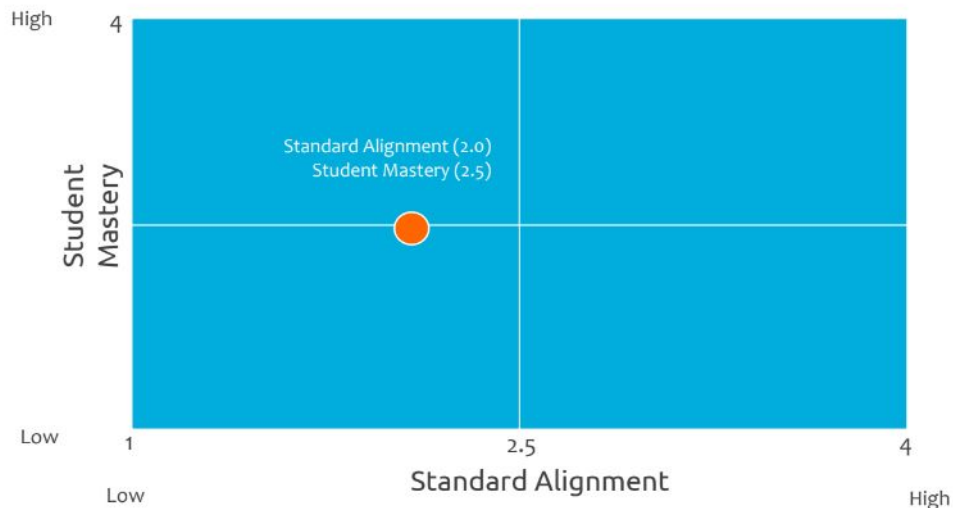
# Appendix (slides from AAC)



# IP: Lighthouse - Math

IPG Indicator	9/15/2021
Standard Alignment	2.0
Mastery	2.5
1A: Grade level standards	75%
1B: Connections to prior knowledge	75%
1C: Targets aspect(s) of rigor	50%
2A: Teacher makes math clear	2.3
2B: Teacher shares student responses	1.8
2C: Teacher checks for understanding	2.0
2D: Teacher facilitates summary	2.3
2F: Teacher affirms students' potential	2.0
3A: Students do the majority of work	2.3
3B: Students productively struggle	2.3
3C: Students display thinking	2.0
3D: Students talk to improve understanding	1.8
3E: Students use mathematical language	1.8

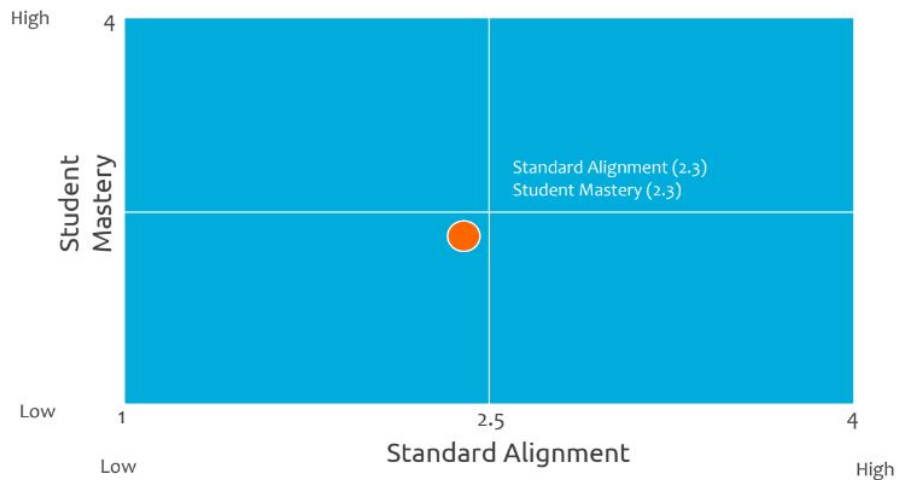
## Math student assignments vs. math observed lessons



# IP: Lodestar - Math

Math IPG Comparison	Sept. 14, 2021
Standard Alignment	2.3
Student Mastery	2.3
On grade level (1.A)	100%
Relates new concepts (1.B)	100%
Appropriate Rigor (1.C)	0%
Concepts are explicit through multiple representations, explanations, and/or examples (2.A)	2.7
Strategic student sharing (2.B)	2.0
Effective checks for understanding (2.C)	2.0
Summary of the mathematics (2.D)	2.0
Supporting, affirming feedback (2.F)	2.0
Students work with grade level problems and exercises (3.A)	2.0
Students persevere in solving problems (3.B)	1.7
Students explain their thinking (3.C)	2.0
Student to student conversations (3.D)	1.0
Precise math language (3.E)	1.0

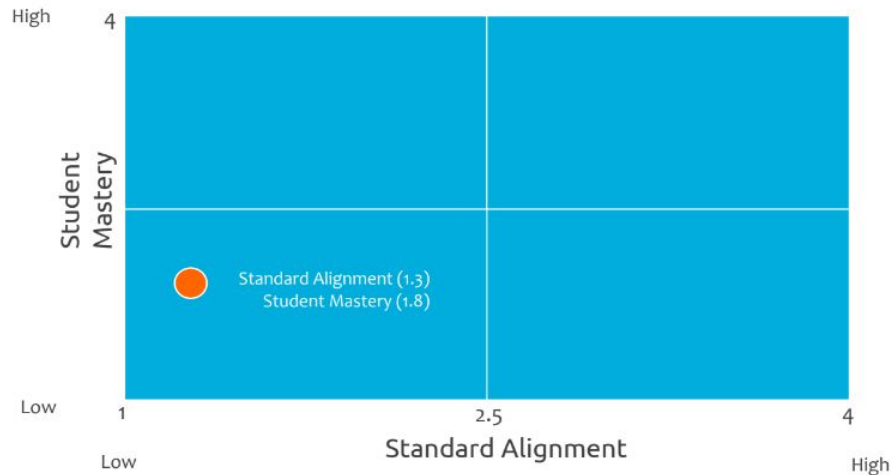
Math student assignments vs. math observed lessons



# IP: Lighthouse - ELA

IPG Indicator	9/15/2021
Standard Alignment	1.3
Mastery	1.8
1A: Text-centered	100%
1B: Appropriate Text	100%
2A: Questions attend to qualitative complexities	1.5
2B: Text evidence	1.5
2D: Sequence of questions	1.5
2E: Checks for understanding and feedback	1.3
2F: Teacher affirms students' potential	1.5
3A: Students do the majority of work	1.5
3B: Students productively struggle	1.5
3C: Accurate and precise evidence	1.5
3D: Students talk to improve understanding	1.5

ELA student assignments vs. ELA observed lessons

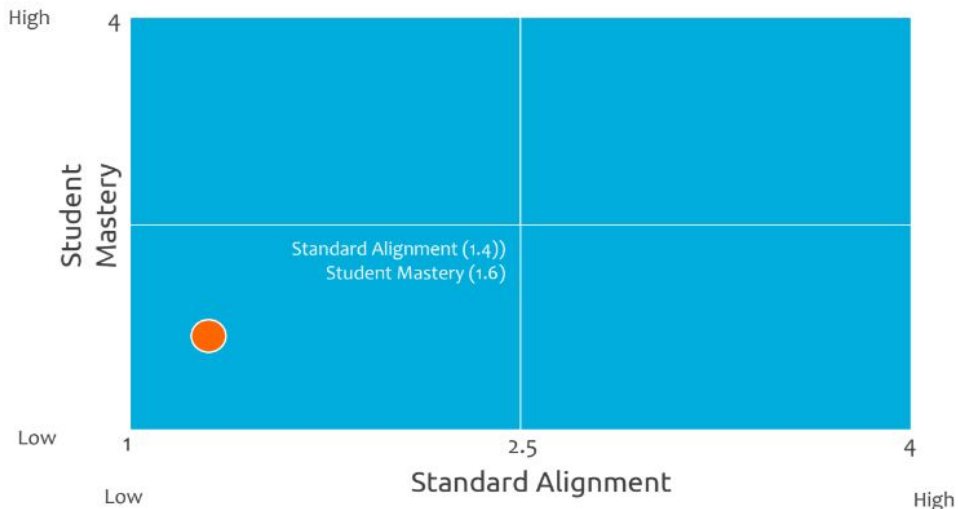




# IP: Lodestar - ELA

IPG Indicator	9/14/21
Standard Alignment	1.4
Mastery	1.6
1A: Text-centered	80%
1B: Appropriate Text	80%
2A: Questions attend to qualitative complexities	1.6
2B: Text evidence	2.2
2D: Sequence of questions	1.6
2E: Checks for understanding and feedback	1.4
2F: Teacher affirms students' potential	1.8
3A: Students do the majority of work	1.4
3B: Students productively struggle	1.4
3C: Accurate and precise evidence	1.8
3D: Students talk to improve understanding	1.2

## ELA student assignments vs. ELA observed lessons



# Coherent Team Structures

## Academic Anchors

design and develop  
capacity of leaders to  
drive the academic  
model using leader key  
actions.

## Principal's Crew

plan implementation of  
aligned instructional  
model using common  
practices  
practices

## Academic Performance

### Monitoring

analyze  
implementation and  
impact of key actions  
and common



# Consistent Communication Tools

- Change Management
- Shared Leadership
- Leadership Engagement
- Aligned Implementation

6.1.2: August 16-20	
<p><b>COMMON PRACTICE 2</b> <a href="#">LCPS VISUAL GUIDELINES</a> for colors, fonts, and logos to brand our organizational identity.</p> <ul style="list-style-type: none"> <li>- All student-facing materials including slides, Altitude cards, charts, whiteboards have the Lighthouse logo, color branding, and racially and culturally representative image.</li> <li>- All student-facing materials including slides, Altitude cards, charts, and whiteboards have three learning targets: content learning targets, HoWL targets, and language development targets</li> <li>- All small group instruction should have learning targets for each group (table tents, tabletop whiteboard, menu chart, etc.)</li> <li>- All Daily Schedule/Agenda should match the course name (i.e. EL Modules, D.I Block, etc.)</li> </ul> <p><b>SHARED ACCOUNTABILITY: LCPS Instructional Leaders Walkthrough</b> <span style="float: right;"><b>Monday, 8/23/21</b></span></p>	
<b>M, 8/16</b>	LCPS Walkthrough: Safety APM: Walkthrough Data Analysis + Live Coach Modeled
<b>T, 8/17</b>	Launch Safety Coaching
<b>W, 8/18</b>	<a href="#">Professional Learning</a> : Virtual Learning Proactive Plan + Assessment Administration Protocols
<b>F, 8/20</b>	Course Curriculum Maps here <a href="#">LCPS K-5</a> * <a href="#">LCPS 6-12</a> , <a href="#">Course Syllabi</a> Naming Convention: L* English 9 Syllabus

Example of weekly SWAG



# Academic Performance Monitoring

## Implementation Walkthroughs

- Leadership Key Actions
- Teacher Common Practices

## Impact Meeting

- Data Analysis
- Action Planning

6.1.5	9/6-9/10	SAFETY SOCIALIZE	<b>Site-Based Leaders to Reinforce, Celebrate and Launch Accountability/Support System</b> <ul style="list-style-type: none"><li>• <b>COMMON PRACTICE 1</b> Safety Intensive Coaching: Lodestar</li><li>• <b>COMMON PRACTICE 2:</b> LCPS Visual Guidelines/Intentional Learning Space</li></ul> <b>COMMON PRACTICE UC Scout 2: UC Scout Instructional Model for Tier 1</b>	<b>Reading Foundational Skills (DI Block) Walkthroughs</b> AP PLC 9/8/21
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Model of Academic Performance Monitoring



# Joshua Weintraub

## Director of College and Career Success

**Born in Oakland, committed to Oakland**

**18 years at LCPS**

**Expanded role this year**

- Coordinating college and career prep at Lighthouse and Lodestar
- Managing our partnership with the Peralta Colleges (Dual Enrollment)
- Providing oversight on Measure N (OUSD grant)
- Supervising other college/career staff and hiring for 2022-23!





# College/Career Overview: Past, Present, Future



- High Rates of A-G Completion and College Attendance (85-95%)
- About 40% of alumni earn a bachelor's degree within 6 years
- More students are choosing to attend community college and/or pursue careers in the trades



- Coming out of the pandemic, A-G completion and college going rates are down at LCPS and across the state; AB 104 may also have an impact
- New master schedule allows for credit recovery, dual enrollment and more college and career prep for students in grades 11 and 12



- Current theory of action is to focus on factors within *our control* like:
  - Earlier intervention and credit recovery in high school
  - More robust college/career preparation during the school day
  - Actively assisting with the transition between high school & college
  - Supporting alumni through scholarships, advising and workshops



# Recent Data on College Success

## Class of 2022

- 82-89% A-G Completion
- Over 80% CSU eligible; over 50% UC eligible

## Class Of 2021

- 88% A-G Completion
- Approximately 80% of students enrolled in college this fall

## Class of 2020

- Approximately 68% of students are still enrolled in college



# OKRs: Our Long Term Goals

- **90% matriculation to 2 and 4 year colleges and universities for the class of 2022 by student subgroups**
  - Need to improve transition support for students attending community college
- **Attain 90%+ A-G completion for all student subgroups.**
  - We're close! Biggest gap is for students with IEPs
- **80% of students in all subgroups earn at least 9 units of college credit by graduation.**
  - This goal will take 3-5 years to bring to fruition



# Key Partners in 2021-22



- Nationally recognized 3 year college/career prep program
- Provides curriculum, network, and professional development
- Started partnership in 2020-21 with 15 students; expanding to all students in grades 11-12 this year



Berkely City College  
College of Alameda  
Laney College  
Merritt College

- Dual enrollment gives students high school and college credit
- Students graduate with college experience, credit, and confidence
- Started with a Psychology class in summer 2021 which 23/23 students passed
- Offering CIS 1 and several online options this semester (about 50 students total)
- Looking to offer classes in Business, Engineering, and Comp Sci next semester



- OUSD's Measure N provides up to \$800 per student per year
- Has helped us establish our Product Design Pathway at Lighthouse and Media Arts Pathway at Lodestar
- Evaluated by Measure N committee every year in May

Other partners include DCAC, Oakland Promise, East Bay Consortium



# Discussion & Reflection

**Thoughts?**

**Questions?**

**What other data or info would you like to see connected to college and career readiness at LCPS?**





LCPS Baselines from 20-21 School Year								
Updated 9/20/21								
	Key Results	Indicators	Time Period	LCPS	Lighthouse K-5	Lighthouse 6-12	Lodestar K-5	Lodestar 6-12
QUALITY	In Grades 3-8, Meet 50% proficiency across CAASPP in ELA; eliminate local and state variances by student sub groups. In Grade 11, Meet 75% proficiency across CAASPP in ELA; eliminate local and state variances by student sub groups.	Indicator: % proficient in ELA on CAASPP or last MAP/ANet Interim Thresholds: Green 50%+, Yellow 45-49%, Red <45%	Baseline	23.4%	25.2%	33.8%	26.1%	6.8%
	In Grades 3-8, Meet 50% proficiency across CAASPP in Math; eliminate local and state variances by student sub groups. In Grade 11, Meet 50% proficiency across CAASPP in Math; eliminate local and state variances by student sub groups.	Indicator: % proficient in Math on CAASPP or last MAP/ANet Interim Thresholds: Green 50%+, Yellow 45-49%, Red <45%	Baseline	16.4%	19.2%	13.8%	13.9%	7.3%
	60% of Emerging Bilingual students advance at least one ELPI Level or maintain a Level 4.	Indicator: % multilingual learners proficient in ELA on CAASPP or last MAP/ANet Interim Thresholds: Green 50%+, Yellow 45-49%, Red <45%	Baseline	9.7%	9.2%	14.3%	9.2%	1.3%
	In partnership with Instruction Partners, improve yearly 1 full point from 2020-21 baseline on IPG (Instructional Practice Guide) implementation until meeting 3+ (out of 4)	Indicator: ELA IPG Score (out of 4) Thresholds: Green 3+, Yellow 2-3, Red: <2	Baseline	1.5	X	X	X	X
		Indicator: Math IPG Score (out of 4) Thresholds: Green 3+, Yellow 2-3, Red: <2	Baseline	1.6	X	X	X	X
CULTURE	Reduce suspension rates across all student groups to <2%, particularly our Black/African American students and SWD.	Indicator: Suspension rates to date Thresholds: Green <1.5%, Yellow 1.5%-2%, Red >2%	Baseline 19-20	4.4%	1.9%	9.8%	1.2%	0.0%
		Indicator: Suspension rates to date for Black/AA students Thresholds: Green <1.5%, Yellow 1.5%-2%, Red >2%	Baseline 19-20	5.6%	6.9%	13.5%	3.4%	0.0%
		Indicator: Suspension rates to date for SWD Thresholds: Green <1.5%, Yellow 1.5%-2%, Red >2%	Baseline 19-20	7.5%	0.0%	11.4%	13.0%	0.0%
	Increase teacher and operational staff engagement to 70% on annual Q12 across all demographic groups.	Indicator: % of staff with positive response on internal survey Thresholds: Green 70%+, Yellow 65-69%, Red <65%	Baseline (end 20-21)	68.0%	X	X	X	X
	Retain 85% of effective teachers and staff (as defined by LCPS Teacher Evaluation Rubric)	Indicator: Retention Rate Thresholds: Green >85%, Yellow btwn 75%-85% Red <75%	Baseline	72.0%	81%	67%	80%	60%
	50% of all new instructional/leadership staff for 2022-23 SY identify as African American and Latinx	Indicator: % Black or AA/Latinx teachers and leaders Thresholds: Green >50%, Red <50%	Baseline		X	X	X	X
	90% of all LCPS families participate in SLC, SSC/ELAC, Community Celebrations, and/or Family workshops 3x each year.	Indicator: Attendance at family events Thresholds: Green >1350 parentsquare RSVPs each semester, Red <1350 parentsquare RSVPs each semester	Baseline	n/a	X	X	X	X
IMPACT	Increase student retention year-over-year to 90% across sites and for all student groups, specifically our African American students.	Indicator: % of students from 20-21 who returned in 21-22 Thresholds: Green >90%, Red <90%	Baseline (No Gr 12)	91.4%	90.8%	93.1%	90.5%	90.2%
		Indicator: % of Black/AA students from 20-21 who returned in 21-22 Thresholds: Green >90%, Red <90%	Baseline (No Gr 12)	87.1%	80.0%	88.9%	91.5%	85.0%
	Attain attendance of 96%+ at each school and across all student groups.	Indicator: Attendance rate Thresholds: Green: 96%+, Yellow 95-96%, Red <95%	Baseline	95.8%	X	X	X	X
	Decrease chronic absenteeism by 2% yearly and meet goal of 5% or less.	Indicator: Chronic Absence Rate Thresholds: Green <5%, Yellow 5-10%, Red >10%	Baseline 19-20	15.9%	16.8%	6.7%	13.6%	18.4%
	Enroll 100% of budgeted seats every day.	Indicator: Enrollment Thresholds: Green 5 above min, Yellow min to 4, Red below min	Baseline	1458	X	X	X	X
	Finish the year with a board-approved contribution to reserves.	Indicator: School budgets aligned to reserve contributions Thresholds: Green >3.2%, Yellow 2.7-3.2%, Red <2.7%	Baseline	4.5%	X	X	X	X
	90% matriculation to 2 and 4 year colleges and universities for the class of 2022 by student subgroups	Indicator: % of students enrolled in college (National Clearinghouse) Thresholds: Green >90%, updated in 6.3 and 6.6	Baseline	90%	n/a	X	n/a	X
	80% of students in all subgroups earn at least 9 units of college credit by graduation.	Indicator: College credits earned for c/o 2022 Thresholds: TBD, baseline year	Baseline	n/a	X	X	X	X
	Attain 90%+ A-G completion for all student subgroups.	Indicator: % of 10-12 Grade Students on Track Thresholds: Green >90%, Red <90%	Baseline (c/o 2021)	88%	X	X	X	X

LCPS Board Update: SY21-22, Grading Cycle 6.1									
Updated 9/20/21									
	Key Results	Indicators	Time Period	LCPS	Lighthouse K-5	Lighthouse 6-12	Lodestar K-5	Lodestar 6-12	
QUALITY	In Grades 3-8, Meet 50% proficiency across CAASPP in ELA; eliminate local and state variances by student sub groups. In Grade 11, Meet 75% proficiency across CAASPP in ELA; eliminate local and state variances by student sub groups.	Indicator: % proficient in ELA on CAASPP or last MAP/ANet Interim Thresholds: Green 50%+, Yellow 45-49%, Red <45%	9/17/21 (6.1)	18.1%	14.5% 75% complete	21.0% 58% complete	19.3% 69% complete	15.7% 68% complete	
	In Grades 3-8, Meet 50% proficiency across CAASPP in Math; eliminate local and state variances by student sub groups. In Grade 11, Meet 50% proficiency across CAASPP in Math; eliminate local and state variances by student sub groups.	Indicator: % proficient in Math on CAASPP or last MAP/ANet Interim Thresholds: Green 50%+, Yellow 45-49%, Red <45%	9/17/21 (6.1)	15.6%	19.6% 78% complete	16.1% 64% complete	15.8% 75% complete	10.5% 66% complete	
	60% of Emerging Bilingual students advance at least one ELPI Level or maintain a Level 4.	Indicator: % multilingual learners proficient in ELA on CAASPP or last MAP/ANet Interim Thresholds: Green 50%+, Yellow 45-49%, Red <45%	9/17/21 (6.1)	7.8%	7.6% 75% complete	7.2% 58% complete	13.5% 69% complete	2.2% 68% complete	
	In partnership with Instruction Partners, improve yearly 1 full point from 2020-21 baseline on IPG (Instructional Practice Guide) implementation until meeting 3+ (out of 4)	Indicator: ELA IPG Score (out of 4) Thresholds: Green 3+, Yellow 2-3, Red: <2	9/17/21 (6.1)	1.6	X	X	X	X	
		Indicator: Math IPG Score (out of 4) Thresholds: Green 3+, Yellow 2-3, Red: <2	9/17/21 (6.1)	2.3	X	X	X	X	
CULTURE	Reduce suspension rates across all student groups to <2%, particularly our Black/African American students and SWD.	Indicator: Suspension rates to date Thresholds: Green <1.5%, Yellow 1.5%-2%, Red >2%	9/17/21 (6.1)	0.3%	0.0%	0.4%	0.3%	0.3%	
	Reduce suspension rates across all student groups to <2%, particularly our Black/African American students and SWD.	Indicator: Suspension rates to date for Black/AA students Thresholds: Green <1.5%, Yellow 1.5%-2%, Red >2%	9/17/21 (6.1)	0.6%	0.0%	0.0%	2.4%	0.0%	
	Reduce suspension rates across all student groups to <2%, particularly our Black/African American students and SWD.	Indicator: Suspension rates to date for SWD Thresholds: Green <1.5%, Yellow 1.5%-2%, Red >2%	9/17/21 (6.1)	0.7%	0.0%	0.0%	0.0%	2.8%	
	Increase teacher and operational staff engagement to 70% on annual Q12 across all demographic groups.	Indicator: % of staff with positive response on internal survey Thresholds: Green 70%+, Yellow 65-69%, Red <65%	9/17/21 (6.1)	update in 6.3	update in 6.3	update in 6.3	update in 6.3	update in 6.3	
	Retain 85% of effective teachers and staff (as defined by LCPS Teacher Evaluation Rubric)	Indicator: Net change of teachers from the start of the year Thresholds: School Green 0, Yellow 1, Red 2+; Org Green 0-3, Yellow 4-7, Red 7+	9/17/21 (6.1)	0	0	1	0	0	
50% of all new instructional/leadership staff for 2022-23 SY identify as African American and Latinx	Indicator: New teachers and leaders are AA/Latinx Thresholds: Green >50%, Red <50%	9/17/21 (6.1)	update in 6.6	X	X	X	X		
IMPACT	90% of all LCPS families participate in SLC, SSC/ELAC, Community Celebrations, and/or Family workshops 3x each year.	Indicator: Attendance at family events Thresholds: Green >1350 parentsquare RSVPs each semester, Red <1350 parentsquare RSVPs each semester	9/17/21 (6.1)	update in 6.3	update in 6.3	update in 6.3	update in 6.3	update in 6.3	
	Increase student retention year-over-year to 90% across sites and for all student groups, specifically our African American students.	Indicator: Change in retention from beginning of year Thresholds: Green: 0% from baseline, Yellow 0 to -4%, Red <-4%	9/17/21 (6.1)	update in 6.2	update in 6.2	update in 6.2	update in 6.2	update in 6.2	
	Increase student retention year-over-year to 90% across sites and for all student groups, specifically our African American students.	Indicator: Change in retention of Black/AA students from beginning of year Thresholds: Green: 0% from baseline, Yellow 0 to -4%, Red <-4%	9/17/21 (6.1)	update in 6.2	update in 6.2	update in 6.2	update in 6.2	update in 6.2	
	Attain attendance of 96%+ at each school and across all student groups.	Indicator: Attendance rate Thresholds: Green: 96%+, Yellow 95-96%, Red <95%	9/17/21 (6.1)	90.3%	86.8%	93.0%	87.4%	91.7%	
	Decrease chronic absenteeism by 2% yearly and meet goal of 5% or less.	Indicator: Chronic Absence Rate Thresholds: Green <5%, Yellow 5-10%, Red >10% (3+ absences at this time)	9/17/21 (6.1)	39.1%	53.8%	29.0%	48.9%	32.6%	
	Enroll 100% of budgeted seats every day.	Indicator: Enrollment Thresholds: Green 5 above min, Yellow min to 4, Red below min Mins: Org 1561, LS Lower 312, LH Lower 312, LS Upper 396, LH Upper 541	9/17/21 (6.1)	1512 (-49)	314 (+2)	532 (-10)	308 (-4)	358 (-38)	
	Finish the year with a board-approved contribution to reserves.	Indicator: School budgets aligned to reserve contributions Thresholds: Green >3.2%, Yellow 2.7-3.2%, Red <2.7%	9/17/21 (6.1)	update in 6.3	update in 6.3	update in 6.3	update in 6.3	update in 6.3	
	90% matriculation to 2 and 4 year colleges and universities for the class of 2022 by student subgroups	Indicator: % of students enrolled in college (National Clearinghouse) Thresholds: Green >90%, updated in 6.3 and 6.6	9/17/21 (6.1)	update in 6.3	n/a	update in 6.3	n/a	n/a	
	80% of students in all subgroups earn at least 9 units of college credit by graduation.	Indicator: College credits earned for c/o 2022 Thresholds: TBD, baseline year	9/17/21 (6.1)	update in 6.3	n/a	update in 6.3	n/a	n/a	
	Attain 90%+ A-G completion for all student subgroups.	Indicator: % of 10-12 Grade Students on Track Thresholds: Green >90%, Red <90%	9/17/21 (6.1)	update in 6.3	n/a	update in 6.3	n/a	update in 6.3	

# Cover Sheet

## Contract Approval: LCPS and Seneca Family of Services

**Section:** III. Discussion and Approval Items  
**Item:** I. Contract Approval: LCPS and Seneca Family of Services  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** Lighthouse Master Contract 21-22 (1).pdf  
Lodestar Master Contract 21-22 (8.25.21 correction) (2).pdf  
Lighthouse NPS MC (1).pdf

*NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES*

*MASTER CONTRACT*

*2021-2022*

# MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA LIGHTHOUSE COMMUNITY PUBLIC SCHOOLS

Contract Year 2021-2022

           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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**2021-2022**

**CONTRACT NUMBER:**

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

**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 “Contract”) is entered into on July 1, 2021, between Lighthouse Community Public Schools: Lighthouse, 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 relevant services specified in the student’s Individualized Education Program (hereinafter referred to as “IEP”). The ISA shall be executed within ninety (90) days of a student’s enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for ISA developing including invoicing.

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

**2. CERTIFICATION AND LICENSES**

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as “CDE”) as a NPS/A. All NPS/A services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 *et seq* and within the professional scope of practice of each provider’s license, certification and/or credential. A current copy of CONTRACTOR’s NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Master Contract.

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

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

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

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

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

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

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

The term of this Master Contract shall be from July 1, 2021 to June 30, 2022 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2022. In the event the contract negotiations are not agreed to by June 30<sup>th</sup>, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

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

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

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

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

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

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

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

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

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

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



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

## 7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

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

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

- e. The term “license” means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).
- f. “Parent” means:
  - i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
  - ii. a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child,
  - iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child’s welfare,

- iv. a surrogate parent,
- v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

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

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

## **ADMINISTRATION OF CONTRACT**

### **8. NOTICES**

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

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

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

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications by-laws; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof.

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

**10. SEVERABILITY CLAUSE**

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

**11. SUCCESSORS IN INTEREST**

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

**12. VENUE AND GOVERNING LAW**

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

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

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

**14. TERMINATION**

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

**15. INSURANCE**

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

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

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

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

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

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

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

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

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

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

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

- E. CONTRACTOR, upon execution of this Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole

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

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

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

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

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

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

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

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

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



## **16. INDEMNIFICATION AND HOLD HARMLESS**

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

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

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

## **17. INDEPENDENT CONTRACTOR**

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

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

## **18. SUBCONTRACTING**

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

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

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

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

## **19. CONFLICTS OF INTEREST**

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

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

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

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

## **20. NON-DISCRIMINATION**

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or

expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

## **EDUCATIONAL PROGRAM**

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

The LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as “ITP”) of each student served by CONTRACTOR. CONTRACTOR shall provide to each student special education and/or related services (including transition services) within the NPS/A consistent with the student’s IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student’s IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

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

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

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

All NPS/A services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.*.

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

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

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

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

### **23. INSTRUCTIONAL MINUTES**

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

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

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

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

### **24. CLASS SIZE**

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

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

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

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

## **25. CALENDARS**

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

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

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

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

When CONTRACTOR is a NPA, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPA service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

## **26. DATA REPORTING**

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



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

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

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

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

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

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

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

## **28. STATEWIDE ACHIEVEMENT TESTING**

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

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

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

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, data collection, and standardized

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

### 30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

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

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

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

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

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

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

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

### **31. STUDENT DISCIPLINE**

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

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

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

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

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team

meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

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

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

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

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

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

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

### **35. COMPLAINT PROCEDURES**

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



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

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

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

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

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

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

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

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

### **37. TRANSCRIPTS**

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



**38. STUDENT CHANGE OF RESIDENCE**

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

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

**39. WITHDRAWAL OF STUDENT FROM PROGRAM**

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

**40. PARENT ACCESS**

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

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

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

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

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

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

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1412(a)(1)(A) and Education Code

section 56000, et seq.; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), 20 U.S.C. section 1401(29); Education Code section 56031; Cal. Code Regs., Title 5, section 3001 et seq., regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in the LEA student's IEPs. CONTRACTOR shall meet all monitoring requirements as noted in Section 43 below.

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

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

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

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

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

#### **43. MONITORING**

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

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

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

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

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

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

CONTRACTOR shall participate in any LEA or CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

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

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

## **PERSONNEL**

### **44. CLEARANCE REQUIREMENTS**

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

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

### **45. STAFF QUALIFICATIONS**

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(y), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each

profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

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

When CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5))

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

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

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

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

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR.

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

#### **47. STAFF ABSENCE**

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

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

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

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

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

### **HEALTH AND SAFETY MANDATES**

#### **49. HEALTH AND SAFETY**

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.*, 49406, and Health and Safety Code Section 3454(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual



volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

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

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

## **51. ADMINISTRATION OF MEDICATION**

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

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

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

## **53. CHILD ABUSE REPORTING**

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

**54. SEXUAL HARASSMENT**

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

**55. REPORTING OF MISSING CHILDREN**

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

**FINANCIAL**

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

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

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

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

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

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

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

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

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31<sup>st</sup> after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

## **57. RIGHT TO WITHHOLD PAYMENT**

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

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

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

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

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

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

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

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

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

## **59. PAYMENT FOR ABSENCES**

### NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

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

### NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a NPS, no later than the tenth (10<sup>th</sup>) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence as specified in the LEA Procedures.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days

that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

#### NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a NPA and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

#### NONPUBLIC AGENCY STUDENT ABSENCE

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

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

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

- a. If CONTRACTOR remains open during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.
- b. NPS School Closure- If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the signed ISA, as though the student were continuing in their regular attendance, until alternative placement can be found.
- c. LEA and NPS School Closure- On days the LEA is funded, CONTRACTOR shall receive payment consistent with the signed ISA, until alternative placement can be found. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to school closure.

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

### **61. INSPECTION AND AUDIT**

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



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

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

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

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

## **62. RATE SCHEDULE**

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

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

## **63. DEBARMENT CERTIFICATION**

By signing this agreement, the CONTRACTOR certifies that:

- (a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by

any Federal agency, and

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

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, 2021 and terminates at 5:00 P.M. on June 30, 2022, unless sooner terminated as provided herein.

**CONTRACTOR**

**LEA**

**Seneca Family of Agencies**

**Lighthouse Community Public Schools: Lighthouse**

\_\_\_\_\_  
**Nonpublic School/Agency**

\_\_\_\_\_  
**LEA Name**

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

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

Janet Briggs, CFO

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

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

**Notices to CONTRACTOR shall be addressed to:**

**Notices to LEA shall be addressed to:**

Karissa Lockhart, Contract Analyst

**Name and Title**

Seneca Family of Agencies

**Name and Title**

**Nonpublic School/Agency/Related Service Provider**

**LEA**

8945 Golf Links Road

**Address**

Oakland, CA 94605

**Address**

**City State Zip**  
 (510) 654-4004 (510) 317-1443

**City State Zip**

**Phone Fax**  
 Contracts@senecacenter.org

**Phone Fax**

**Email**

**Email**

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

\_\_\_\_\_  
**Name and Title**

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

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

\_\_\_\_\_  
**Phone Fax**

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

**EXHIBIT A: 2021-2022 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 Contract Amount: \$339,537 (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>	_____	_____
<u>Specialized Services for Low Incidence Disabilities (610)</u>	_____	_____
<u>Specialized Deaf and Hard of Hearing (710)</u>	_____	_____
<u>Interpreter Services (715)</u>	_____	_____

SEE ATTACHED RATE SHEET

<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.

**2021 - 2022 NPA SPECIAL EDUCATION AND RELATED FEES**

Seneca Family of Agencies

2/26/2021

**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?)
		<i>Individual</i>	
Adapted Physical Education	APE		
Assistive Technology Services	ATS	\$158.00	Hour
Audiological Services	AS		Hour
Behavior Intervention – Design or Planning	BID	\$150.00	Hour
Behavior Intervention - Implementation	BII	\$98.00	Hour
Counseling and Guidance Services	CG	\$150.00	Hour
Early Education Programs for Children with Disabilities	EE		
Health and Nursing Services	HNS	\$180.00	Hour
Language and Speech Development and Remediation	LSDR	\$158.00	Hour
Music Therapy	MT		
Occupational Therapy Services	OT	\$158.00	Hour
Orientation and Mobility Instruction	OM		
Parent Counseling and Training	PCT	\$150.00	Hour
Physical Therapy Services	PT		
Psychological Services Other Than Assessment and IEP Development	PS	\$168.00	Hour
Recreation Services	RS		
Social Worker Services	SW	\$150.00	Hour
Specialized Driver Training Instruction	SDTI		
Specialized Services for Low Incidence ( <i>Identify Service</i> )	LI		
Transcriber Services	TS		
Vision Services	VS		
Other ( <i>Identify Licensed/Credentialed Service *</i> ):	OTH		

**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>	1000	
CLASSROOM & TREATMENT SUPPLY			
	<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>	

Lighthouse FY2021-2022				Date: 7.21.2021											
Unconditional Education Partnership															
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 serv	Kate Kenealy	\$ 95,135	0.00	\$ -	0.00	\$ -	0.00	\$ -	1.00	\$ 95,135	1.00	\$ 95,135	\$ -	\$ -
Clinical Intervention Specialist	Provides ind/group counseling serv	Aditi Uttarwar	\$ 67,675	0.00	\$ -	0.00	\$ -	0.00	\$ -	1.00	\$ 67,675	1.00	\$ 67,675	\$ -	\$ -
Clinical Intern	Completing clinical internship as a	Jazmin Gaehring	\$ 52,693	0.50	\$ 26,346	0.00	\$ -	0.00	\$ -	0.50	\$ 26,346	1.00	\$ 52,693	\$ 26,346	\$ 26,346
Speech-Language Pathologist Assistant	Provides SPED or Tier 2 services, coi	Claudia Martinez	\$ 71,245	1.00	\$ 71,245	0.00	\$ -	0.00	\$ -	0.00	\$ -	1.00	\$ 71,245	\$ 71,245	\$ 71,245
	#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	\$ -	\$ -	\$ -
	#N/A			0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	\$ -
Total Salaries					\$ 97,591		\$ -		\$ -		\$ 189,156		\$ 286,747	\$ 97,591	\$ 97,591
Benefits @		26%			\$ 25,374		\$ -		\$ -		\$ 49,181		\$ 74,554	\$ 25,374	\$ 25,374
<b>TOTAL</b>				<b>1.50</b>	<b>\$ 122,965</b>	<b>0.00</b>	<b>\$ -</b>	<b>0.00</b>	<b>\$ -</b>	<b>2.50</b>	<b>\$ 238,336</b>	<b>4.00</b>	<b>\$ 361,302</b>	<b>\$ 122,965</b>	<b>\$ 122,965</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	responsible for program quality	Devina Brooks	\$ 114,000	0.25	\$ 28,500	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.25	\$ 28,500	\$ 28,500	\$ 28,500
Clinical Supervisor	medi-cal and ERMH services	Emily Marsh	\$ 139,116	0.05	\$ 6,956	0.00	\$ -	0.00	\$ -	0.25	\$ 34,779	0.30	\$ 41,735	\$ 6,956	\$ 6,956
Health Information Specialist	and paperwork, complete medi-	Maya Boultis	\$ 46,410	0.05	\$ 2,321	0.00	\$ -	0.00	\$ -	0.25	\$ 11,603	0.30	\$ 13,923	\$ 2,321	\$ 2,321
Program Assistant	Provides operational support to sch	Joline Castenada	\$ 71,264	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.05	\$ 3,563	0.05	\$ 3,563	\$ -	\$ -
	#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				0.35	\$ 37,776	0.00	\$ -	0.00	\$ -	0.55	\$ 49,945	0.90	\$ 87,721	\$ 37,776	\$ 37,776
UE Home Office Support		7% site and leadership salaries		0.13	\$ 9,476	0.00	\$ -	0.00	\$ -	0.22	\$ 16,737	0.35	\$ 26,213	\$ 9,476	\$ 9,476
Benefits @		26%			\$ 12,286		\$ -		\$ -		\$ 17,337		\$ 29,623	\$ 12,286	\$ 12,286
<b>TOTAL</b>				<b>0.48</b>	<b>\$ 59,538</b>	<b>0.00</b>	<b>\$ -</b>	<b>0.00</b>	<b>\$ -</b>	<b>0.77</b>	<b>\$ 84,019</b>	<b>1.25</b>	<b>\$ 143,557</b>	<b>\$ 59,538</b>	<b>\$ 59,538</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 stuc		\$ 5,000	0.00	\$ 5,000	0.00	\$ -	0.00	\$ -	0.00	\$ -		\$ 5,000	\$ 5,000	\$ 5,000
Speech & Language Pathologist	Supervisor for speech and language providers - 18hrs/wk @ \$114/hr for 34 weeks	LaTisha		0.45	\$ 69,768	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.45	\$ 69,768	\$ 69,768	\$ 69,768
	Completing clinical internship as a part of a University program			0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	\$ -
<b>TOTAL</b>				<b>0.45</b>	<b>\$ 74,768</b>	<b>0.00</b>	<b>\$ -</b>	<b>0.00</b>	<b>\$ -</b>	<b>0.00</b>	<b>\$ -</b>		<b>\$ 74,768</b>	<b>\$ 74,768</b>	<b>\$ 74,768</b>
<b>PERSONNEL TOTAL</b>				<b>2.43</b>	<b>\$ 257,271</b>	<b>0.00</b>	<b>\$ -</b>	<b>0.00</b>	<b>\$ -</b>	<b>3.27</b>	<b>\$ 322,355</b>	<b>5.70</b>	<b>\$ 579,626</b>	<b>\$ 257,271</b>	<b>\$ 257,271</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	1.95	\$ 10,920	0.00	\$ -	0.00	\$ -	2.50	\$ 14,000	4.45	\$ 24,920	\$ 10,920	\$ 10,920
Leadership Operations	see Operations worksheet		5,400	0.48	\$ 2,572	0.00	\$ -	0.00	\$ -	0.77	\$ 4,175	1.25	\$ 6,747	\$ 2,572	\$ 2,572
<b>OPERATIONS TOTAL</b>					<b>\$ 13,492</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ 18,175</b>		<b>\$ 31,667</b>	<b>\$ 13,492</b>	<b>\$ 13,492</b>
<b>TOTAL DIRECT COSTS</b>					<b>\$ 270,763</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ 340,531</b>		<b>\$ 611,293</b>	<b>\$ 270,763</b>	<b>\$ 270,763</b>
Allocable Cost @	including HR, IT, Development,	14%			\$ 37,907		\$ -		\$ -		\$ 47,674		\$ 85,581	\$ 37,907	\$ 37,907
<b>TOTAL COST</b>					<b>\$ 308,670</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ 388,205</b>		<b>\$ 696,874</b>	<b>\$ 308,670</b>	<b>\$ 308,670</b>
													<b>10% Contingency: \$ 30,867</b>		
													<b>Maximum Comprehensive Budget: \$ 339,537</b>		



*NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES*

*MASTER CONTRACT*

*2021-2022*

# MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL AND AGENCY SERVICES

LIGHTHOUSE COMMUNITY PUBLIC  
SCHOOLS

LEA \_\_\_\_\_  
Contract Year 2021-2022

Nonpublic School

Nonpublic Agency

**Type of Contract:**

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

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

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

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

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**2021-2022**

**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 “Contract”) is entered into on July 1, 2021, between Lighthouse Community Public Schools, hereinafter referred to as the local educational agency (“LEA”), a member of the El Dorado County 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 relevant services specified in the student’s Individualized Education Program (hereinafter referred to as “IEP”). The ISA shall be executed within ninety (90) days of a student’s enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for ISA developing including invoicing.

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

**2. CERTIFICATION AND LICENSES**

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as “CDE”) as a NPS/A. All NPS/A services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 *et seq* and within the professional scope of practice of each provider’s license, certification and/or credential. A current copy of CONTRACTOR’s NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Master Contract.



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

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

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

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

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

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

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

The term of this Master Contract shall be from July 1, 2021 to June 30, 2022 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2022. In the event the contract negotiations are not agreed to by June 30<sup>th</sup>, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

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

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

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

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

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

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

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

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

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

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

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

## 7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

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

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

- e. The term “license” means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).
- f. “Parent” means:
  - i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
  - ii. a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child,
  - iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child’s welfare,

- iv. a surrogate parent,
- v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

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

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

## **ADMINISTRATION OF CONTRACT**

### **8. NOTICES**

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

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

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

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications by-laws; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof.

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

**10. SEVERABILITY CLAUSE**

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

**11. SUCCESSORS IN INTEREST**

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

**12. VENUE AND GOVERNING LAW**

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

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

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

**14. TERMINATION**

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

**15. INSURANCE**



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

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

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

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

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

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

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

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

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

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

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

- E. CONTRACTOR, upon execution of this Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole



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

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

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

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

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

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

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

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

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

## **16. INDEMNIFICATION AND HOLD HARMLESS**

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

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

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

## **17. INDEPENDENT CONTRACTOR**

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

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

## **18. SUBCONTRACTING**

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

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

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

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

## **19. CONFLICTS OF INTEREST**

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

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

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

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

## **20. NON-DISCRIMINATION**

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or

expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

## **EDUCATIONAL PROGRAM**

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

The LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as “ITP”) of each student served by CONTRACTOR. CONTRACTOR shall provide to each student special education and/or related services (including transition services) within the NPS/A consistent with the student’s IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student’s IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

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

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

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

All NPS/A services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.*.

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

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

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

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

### **23. INSTRUCTIONAL MINUTES**

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

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

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

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

### **24. CLASS SIZE**

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

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



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

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

## 25. CALENDARS

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

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

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

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

When CONTRACTOR is a NPA, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPA service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

## 26. DATA REPORTING



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

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

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

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

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

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

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

## **28. STATEWIDE ACHIEVEMENT TESTING**

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

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

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

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation,

standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, data collection, and standardized testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

### 30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

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

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

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

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

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

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

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

### **31. STUDENT DISCIPLINE**

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

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

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

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

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

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

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

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

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

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

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

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

### **35. COMPLAINT PROCEDURES**

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



California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (“HIPAA”). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

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

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

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

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

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

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

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

### **37. TRANSCRIPTS**

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



**38. STUDENT CHANGE OF RESIDENCE**

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

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

**39. WITHDRAWAL OF STUDENT FROM PROGRAM**

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

**40. PARENT ACCESS**

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

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

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

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

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

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

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1412(a)(1)(A) and Education Code section 56000, et seq.; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), 20 U.S.C. section 1401(29); Education Code section 56031; Cal. Code Regs., Title 5, section 3001 et seq., regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in the LEA student's IEPs. CONTRACTOR shall meet all monitoring requirements as noted in Section 43 below.

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

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

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

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

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

#### **43. MONITORING**

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

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

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

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

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

CONTRACTOR shall participate in any LEA or CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

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

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

## **PERSONNEL**

### **44. CLEARANCE REQUIREMENTS**

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

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

### **45. STAFF QUALIFICATIONS**

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(y), 3064 and 3065. Such qualified staff may only provide related services

within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

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

When CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5))

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

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

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

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

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

#### **47. STAFF ABSENCE**

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

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

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

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

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

### **HEALTH AND SAFETY MANDATES**

#### **49. HEALTH AND SAFETY**

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.*, 49406, and Health



and Safety Code Section 3454(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

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

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

## **51. ADMINISTRATION OF MEDICATION**

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

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

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

## **53. CHILD ABUSE REPORTING**

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

**54. SEXUAL HARASSMENT**

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

**55. REPORTING OF MISSING CHILDREN**

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

**FINANCIAL**

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

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

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

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

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

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

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

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

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31<sup>st</sup> after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

## **57. RIGHT TO WITHHOLD PAYMENT**

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

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

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

is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

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

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

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

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

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

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

## **59. PAYMENT FOR ABSENCES**

### NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

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

### NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a NPS, no later than the tenth (10<sup>th</sup>) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence as specified in the LEA Procedures.

~~Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.~~

#### NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a NPA and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

#### NONPUBLIC AGENCY STUDENT ABSENCE

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

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

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

- a. If CONTRACTOR remains open during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.
- b. NPS School Closure- If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the signed ISA, as though the student were continuing in their regular attendance, until alternative placement can be found.
- c. LEA and NPS School Closure- On days the LEA is funded, CONTRACTOR shall receive payment consistent with the signed ISA, until alternative placement can be found. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to school closure.

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

### **61. INSPECTION AND AUDIT**

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



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

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

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

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

## **62. RATE SCHEDULE**

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

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

## **63. DEBARMENT CERTIFICATION**

By signing this agreement, the CONTRACTOR certifies that:

- (a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently

debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

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

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, 2021 and terminates at 5:00 P.M. on June 30, 2022, unless sooner terminated as provided herein.

**CONTRACTOR**

**LEA**

<b>Seneca Family of Agencies</b> Nonpublic School/Agency	<b>Lighthouse Community Public Schools</b> LEA Name
---	--

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

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

**Janet Briggs, Chief Financial Officer**  
Name and Title of Authorized  
Representative

**Sundar Chari, Chief Strategy Officer**  
Name and Title of Authorized  
Representative

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to:

<b>Name and Title</b> <b>Karissa Lockhart, Contract Analyst</b>	<b>Name and Title</b>
<b>Nonpublic School/Agency/Related Service Provider</b> <b>Seneca Family of Agencies</b>	<b>LEA</b>
<b>Address</b> <b>8945 Golf Links Road</b>	<b>Address</b>
<b>City State Zip</b> <b>Oakland, CA 94605</b>	<b>City State Zip</b>
<b>Phone Fax</b> <b>(510) 248-9910 (510) 317-1443</b>	<b>Phone Fax</b>
<b>Email</b> <b>contracts@senecacenter.org</b>	<b>Email</b>

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

\_\_\_\_\_  
**Name and Title**

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

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

\_\_\_\_\_  
**Phone Fax**

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

**EXHIBIT A: 2021-2022 RATES**

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Seneca Family of Agencies

The CONTRACTOR CDS NUMBER: 01-61309-7035512 / 01-61176-7077548

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO:10:1 – 12:1 / 14:1

Maximum Contract Amount:

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

- 1) Daily Basic Education Rate: \$210/day
  
- 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>\$98/\$464</u>	<u>hour/day</u>
<u>Language and Speech (415)</u>	<u>\$180</u>	<u>hour</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>\$180</u>	<u>hour</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>	_____	_____
<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): NPS ERMHS</u>	<u>\$271</u>	<u>day</u>
<u>Other (900)</u>		



## INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2021 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2022, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency Lighthouse Community Charter Nonpublic School Seneca Family of Agencies - JBA

LEA Case Manager: Name \_\_\_\_\_ Phone Number \_\_\_\_\_

Pupil Name Nathan Tryphaena Sex:  M  F Grade: 10  
 (Last) (First) (M.I.)

Address 913 Adeline City Oakland State/Zip 94607

DOB 5/3/2006 Residential Setting:  Home  Foster  LCI # \_\_\_\_\_  OTHER \_\_\_\_\_

Parent/Guardian Nathan Tilahun Phone (510) 467-5496 ( \_\_\_\_\_ ) \_\_\_\_\_  
 (Residence) (Business)

Address \_\_\_\_\_ City \_\_\_\_\_ State/Zip \_\_\_\_\_  
 (If different from student)

**AGREEMENT TERMS:**

1. *Nonpublic School:* The average number of minutes in the instructional day will be: 240 during the regular school year  
240 during the extended school year
2. *Nonpublic School:* The number of school days in the calendar of the school year are: 194 during the regular school year  
24 during the extended school year
3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*
  - A. **INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE:** (Applies to nonpublic schools only): Daily Rate: \$210.00  
**Estimated Number of Days** 218 **x Daily Rate** \$210 = **PROJECTED BASIC EDUCATION COSTS** \$45,780.00

**B. RELATED SERVICES:**

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)		X		50 min/week			Included in NPS ERMHS
Counseling and guidance (515).		X		50 min/week			Included in NPS ERMHS
Parent Counseling (520)		X		50 min/week			Included in NPS ERMHS
Social Work Services (525)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Psychological Services (530)							
Behavior Intervention Services (535)		X		110 min/day			Included in NPS ERMHS
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900)							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other: <b>NPS ERMHS</b>		X			\$271/day	218 days	\$59,078.00

ESTIMATED MAXIMUM RELATED SERVICES COSTS \$ 59,078.00

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS\$ \$104,858.00



## INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2021 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2022, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency Lighthouse Community Charter Nonpublic School Seneca Family of Agencies

LEA Case Manager: Name Erin Wesseldine Phone Number \_\_\_\_\_

Pupil Name Calderon Natalie Sex:  M  F Grade: \_\_\_\_\_

(Last) (First) (M.I.)

Address 8507 Thermal Street City Oakland State/Zip CA / 94605

DOB \_\_\_\_\_ Residential Setting:  Home  Foster  LCI # \_\_\_\_\_  OTHER \_\_\_\_\_

Parent/Guardian Liset Calderon Phone (510) 575-4961 ( \_\_\_\_\_ ) \_\_\_\_\_

(Residence) (Business)

Address \_\_\_\_\_ City \_\_\_\_\_ State/Zip \_\_\_\_\_

(If different from student)

**AGREEMENT TERMS:**

1. *Nonpublic School:* The average number of minutes in the instructional day will be: 240 during the regular school year  
240 during the extended school year
2. *Nonpublic School:* The number of school days in the calendar of the school year are: 194 during the regular school year  
24 during the extended school year
3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*
  - A. **INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE:** (Applies to nonpublic schools only): Daily Rate: \$210.00  
**Estimated Number of Days** 218 **x Daily Rate** \$210 **= PROJECTED BASIC EDUCATION COSTS** \$45,780.00

**B. RELATED SERVICES:**

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)		X		50 min/wk		46 weeks	Included in NPS ERMHS
Counseling and guidance (515).		X		50 min/wk		46 weeks	Included in NPS ERMHS
Parent Counseling (520)		X		50 min/wk		46 weeks	Included in NPS ERMHS
Social Work Services (525)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Psychological Services (530)							
Behavior Intervention Services (535)		X					Included in NPS ERMHS
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900)							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other: <b>NPS ERMHS</b>		X			\$271/day	218 days	\$59,078.00

ESTIMATED MAXIMUM RELATED SERVICES COSTS \$ 59,078.00

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS \$ 104,858.00



4. Other Provisions/Attachments:

\_\_\_\_\_

\_\_\_\_\_

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON \_\_\_\_\_

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

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

-CONTRACTOR-

-LEA/SELPA-

Seneca Family of Agencies

(Name of Nonpublic School/Agency)

\_\_\_\_\_

(Name of LEA/SELPA)



(Signature)

7/16/2021

(Date)

(Signature)

(Date)

Jamie Tang, Controller

(Name and Title)

\_\_\_\_\_

(Name of Superintendent or Authorized Designee)

The following section is hereby incorporated and made part of the existing contract:

**60. PAYMENT FOR ABSENCES**

NONPUBLIC SCHOOL STUDENT ABSENCE

- a) LEA shall not be responsible for payment for more than 8 cumulative days of absences, for each of the first ninety days and second ninety days of the school year (i.e., semester), unless a written time extension is granted by LEA. No more than three of the 8 cumulative absences shall be unexcused.
  
- b) All excused absences must be verified and a copy must be submitted to LEA with the monthly invoice. All documentation must be kept for at least five (5) years from the date of origination.
  
- c) Only the individuals listed below may verify the reason for absence:
  - (1) School or public health nurse
  - (2) Physician
  - (3) Principal
  - (4) Teacher
  - (5) School employee assigned to make such verification
  - (6) Student eighteen years of age or over
  - (7) Parent
  
- d) Any reasonable method which established the reason for the absence may be used:
  - (1) Written note from parent, guardian, representative or adult pupil (over 18 or emancipated)
  - (2) Telephone conversation with parent, guardian, representative, or adult pupil (over 18 or emancipated)
  
- e) Standards for excused absences are defined in the education code. Contractor is responsible for verification of excused absence in accordance with current requirements.

**CONTRACTOR ACKNOWLEDGEMENT**

**Initial:** \_\_\_\_\_

**LEA ACKNOWLEDGEMENT**

**Initial:** \_\_\_\_\_

## **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.

*NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES*

*MASTER CONTRACT*

*2021-2022*

# MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA LIGHTHOUSE COMMUNITY PUBLIC SCHOOLS

Contract Year 2021-2022

           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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**2021-2022**

**CONTRACT NUMBER:**

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

**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 “Contract”) is entered into on July 1, 2021, between Lighthouse Community Public Schools: 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 relevant services specified in the student’s Individualized Education Program (hereinafter referred to as “IEP”). The ISA shall be executed within ninety (90) days of a student’s enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for ISA developing including invoicing.

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

**2. CERTIFICATION AND LICENSES**

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as “CDE”) as a NPS/A. All NPS/A services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 *et seq* and within the professional scope of practice of each provider’s license, certification and/or credential. A current copy of CONTRACTOR’s NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Master Contract.

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

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

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

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

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

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

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

The term of this Master Contract shall be from July 1, 2021 to June 30, 2022 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2022. In the event the contract negotiations are not agreed to by June 30<sup>th</sup>, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

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

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

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

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

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

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

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

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

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

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

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

## 7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

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

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

- e. The term “license” means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).
- f. “Parent” means:
  - i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
  - ii. a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child,
  - iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child’s welfare,

- iv. a surrogate parent,
- v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

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

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

## **ADMINISTRATION OF CONTRACT**

### **8. NOTICES**

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

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

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

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications by-laws; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof.



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

**10. SEVERABILITY CLAUSE**

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

**11. SUCCESSORS IN INTEREST**

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

**12. VENUE AND GOVERNING LAW**

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

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

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

**14. TERMINATION**

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

**15. INSURANCE**

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

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

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

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

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

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

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

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

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

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

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

- E. CONTRACTOR, upon execution of this Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole

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

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

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

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

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

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

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

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

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

## **16. INDEMNIFICATION AND HOLD HARMLESS**

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

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

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

## **17. INDEPENDENT CONTRACTOR**

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

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

## **18. SUBCONTRACTING**

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

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

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

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

## **19. CONFLICTS OF INTEREST**

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

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

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

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

## **20. NON-DISCRIMINATION**

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or



expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

## **EDUCATIONAL PROGRAM**

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

The LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as “ITP”) of each student served by CONTRACTOR. CONTRACTOR shall provide to each student special education and/or related services (including transition services) within the NPS/A consistent with the student’s IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student’s IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

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

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

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

All NPS/A services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.*.

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



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

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

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

### **23. INSTRUCTIONAL MINUTES**

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

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

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

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

### **24. CLASS SIZE**

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

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

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

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

## **25. CALENDARS**

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

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

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

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

When CONTRACTOR is a NPA, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPA service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

## **26. DATA REPORTING**

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

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

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

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

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

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

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

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

## **28. STATEWIDE ACHIEVEMENT TESTING**

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

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

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

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, data collection, and standardized

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

### 30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

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

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

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

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

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



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

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

### **31. STUDENT DISCIPLINE**

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

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

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

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

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team

meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

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

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

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

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

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

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

### **35. COMPLAINT PROCEDURES**

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



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

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

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

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

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

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

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

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

### **37. TRANSCRIPTS**

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

**38. STUDENT CHANGE OF RESIDENCE**

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

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

**39. WITHDRAWAL OF STUDENT FROM PROGRAM**

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

**40. PARENT ACCESS**

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

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

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

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

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

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

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1412(a)(1)(A) and Education Code

section 56000, et seq.; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), 20 U.S.C. section 1401(29); Education Code section 56031; Cal. Code Regs., Title 5, section 3001 et seq., regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in the LEA student's IEPs. CONTRACTOR shall meet all monitoring requirements as noted in Section 43 below.

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

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

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

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

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

#### **43. MONITORING**

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

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

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

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

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

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

CONTRACTOR shall participate in any LEA or CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

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

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

## **PERSONNEL**

### **44. CLEARANCE REQUIREMENTS**

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

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

### **45. STAFF QUALIFICATIONS**

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(y), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each

profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

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

When CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5))

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

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

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

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

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR.



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

#### **47. STAFF ABSENCE**

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

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

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

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

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

## **HEALTH AND SAFETY MANDATES**

#### **49. HEALTH AND SAFETY**

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.*, 49406, and Health and Safety Code Section 3454(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual



volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

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

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

## **51. ADMINISTRATION OF MEDICATION**

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

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

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

## **53. CHILD ABUSE REPORTING**

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

**54. SEXUAL HARASSMENT**

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

**55. REPORTING OF MISSING CHILDREN**

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

**FINANCIAL**

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

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

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

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

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

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

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

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

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31<sup>st</sup> after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

## **57. RIGHT TO WITHHOLD PAYMENT**

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

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

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

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

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

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

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

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

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

## **59. PAYMENT FOR ABSENCES**

### NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

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

### NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a NPS, no later than the tenth (10<sup>th</sup>) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence as specified in the LEA Procedures.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days

that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

#### NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a NPA and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

#### NONPUBLIC AGENCY STUDENT ABSENCE

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

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

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

- a. If CONTRACTOR remains open during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.
- b. NPS School Closure- If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the signed ISA, as though the student were continuing in their regular attendance, until alternative placement can be found.
- c. LEA and NPS School Closure- On days the LEA is funded, CONTRACTOR shall receive payment consistent with the signed ISA, until alternative placement can be found. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to school closure.

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

### **61. INSPECTION AND AUDIT**

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



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

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

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

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

## **62. RATE SCHEDULE**

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

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

## **63. DEBARMENT CERTIFICATION**

By signing this agreement, the CONTRACTOR certifies that:

- (a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by



any Federal agency, and

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

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, 2021 and terminates at 5:00 P.M. on June 30, 2022, unless sooner terminated as provided herein.

**CONTRACTOR**

**LEA**

Seneca Family of Agencies

Lighthouse Community Public Schools: Lodestar

\_\_\_\_\_  
Nonpublic School/Agency

\_\_\_\_\_  
LEA Name

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

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

Janet Briggs, CFO

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

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

**Notices to CONTRACTOR shall be addressed to:**

**Notices to LEA shall be addressed to:**

Karissa Lockhart, Contract Analyst

**Name and Title**

Seneca Family of Agencies

**Name and Title**

**Nonpublic School/Agency/Related Service Provider**

**LEA**

8945 Golf Links Road

**Address**

Oakland, CA 94605

**Address**

**City State Zip**  
(510) 654-4004 (510) 317-1443

**City State Zip**

**Phone Fax**  
Contracts@senecacenter.org

**Phone Fax**

**Email**

**Email**

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

\_\_\_\_\_  
**Name and Title**

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

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

\_\_\_\_\_  
**Phone Fax**

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

**EXHIBIT A: 2021-2022 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 Contract Amount: \$707,077 (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>	_____	_____
<u>Specialized Services for Low Incidence Disabilities (610)</u>	_____	_____
<u>Specialized Deaf and Hard of Hearing (710)</u>	_____	_____
<u>Interpreter Services (715)</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.



**2021 - 2022 NPA SPECIAL EDUCATION AND RELATED FEES**

Seneca Family of Agencies

2/26/2021

**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?)
		<i>Individual</i>	
Adapted Physical Education	APE		
Assistive Technology Services	ATS	\$158.00	Hour
Audiological Services	AS		Hour
Behavior Intervention – Design or Planning	BID	\$150.00	Hour
Behavior Intervention - Implementation	BII	\$98.00	Hour
Counseling and Guidance Services	CG	\$150.00	Hour
Early Education Programs for Children with Disabilities	EE		
Health and Nursing Services	HNS	\$180.00	Hour
Language and Speech Development and Remediation	LSDR	\$158.00	Hour
Music Therapy	MT		
Occupational Therapy Services	OT	\$158.00	Hour
Orientation and Mobility Instruction	OM		
Parent Counseling and Training	PCT	\$150.00	Hour
Physical Therapy Services	PT		
Psychological Services Other Than Assessment and IEP Development	PS	\$168.00	Hour
Recreation Services	RS		
Social Worker Services	SW	\$150.00	Hour
Specialized Driver Training Instruction	SDTI		
Specialized Services for Low Incidence ( <i>Identify Service</i> )	LI		
Transcriber Services	TS		
Vision Services	VS		
Other ( <i>Identify Licensed/Credentialed Service *</i> ):	OTH		

**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>			
CLASSROOM & TREATMENT SUPPLY	<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>	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>	

LODESTAR- FY2021-2022				Date: 8.25.2021									
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 ma	Kristy Zhen	\$ 67,675	0.00	\$ -	0.00	\$ -	1.00	\$ 67,675	1.00	\$ 67,675	\$ 67,675	\$ 67,675
Psychologist	Completes educational assessments, consults w/	Erika Maravilla	\$ 101,322	1.00	\$ 101,322	0.00	\$ -	0.00	\$ -	1.00	\$ 101,322	\$ 101,322	\$ 101,322
Psychologist	Completes educational assessments, consults w/	Mercedes Hudson	\$ 96,180	0.50	\$ 48,090	0.00	\$ -	0.00	\$ -	0.50	\$ 48,090	\$ 48,090	\$ 48,090
Speech-Language Pathologist Assistant	Provides SPED or Tier 2 services, consults with te	Julie Harden	\$ 57,225	1.00	\$ 57,225	0.00	\$ -	0.00	\$ -	1.00	\$ 57,225	\$ 57,225	\$ 57,225
	#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	\$ -	\$ -	\$ -
	#N/A			0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	\$ -
	#N/A			0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	\$ -
Total Salaries					\$ 206,637		\$ -		\$ 67,675		\$ 274,312	\$ 274,312	\$ 274,312
Benefits @	26%				\$ 53,726		\$ -		\$ 17,596		\$ 71,321	\$ 71,321	\$ 71,321
<b>TOTAL</b>				<b>2.50</b>	<b>\$ 260,362</b>	<b>0.00</b>	<b>\$ -</b>	<b>1.00</b>	<b>\$ 85,271</b>	<b>3.50</b>	<b>\$ 345,633</b>	<b>\$ 345,633</b>	<b>\$ 345,633</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	program quality and implementation	Devina Brooks	\$ 114,000	0.25	\$ 28,500	0.00	\$ -	0.00	\$ -	0.25	\$ 28,500	\$ 28,500	\$ 28,500
Clinical Supervisor	ERMH services	Emily Marsh	\$ 139,116	0.00	\$ -	0.00	\$ -	0.10	\$ 13,912	0.10	\$ 13,912	\$ 13,912	\$ 13,912
Clinical Case Assistant	Maintains oversight of clinical documentation	Maya Boults	\$ 46,410	0.00	\$ -	0.00	\$ -	0.10	\$ 4,641	0.10	\$ 4,641	\$ 4,641	\$ 4,641
Program Assistant	Provides operational support to school team	Joline Castenada	\$ 71,264	0.05	\$ 3,563	0.00	\$ -	0.00	\$ -	0.05	\$ 3,563	\$ 3,563	\$ 3,563
Psychologist	Completes educational assessments, consults w/	Harriet Garcia	\$ 117,025	0.15	\$ 17,554	0.00	\$ -	0.00	\$ -	0.15	\$ 17,554	\$ 17,554	\$ 17,554
	#N/A			0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	\$ -
	#N/A			0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	\$ -
Total Salaries				0.45	\$ 49,617	0.00	\$ -	0.20	\$ 18,553	0.65	\$ 68,170	\$ 68,170	\$ 68,170
UE Home Office Support	7% site and leadership salaries			0.24	\$ 17,938	0.00	\$ -	0.08	\$ 6,036	0.32	\$ 23,974	\$ 23,974	\$ 23,974
Benefits @	26%				\$ 17,564		\$ -		\$ 6,393		\$ 23,957	\$ 23,957	\$ 23,957
<b>TOTAL</b>				<b>0.69</b>	<b>\$ 85,119</b>	<b>0.00</b>	<b>\$ -</b>	<b>0.28</b>	<b>\$ 30,982</b>	<b>0.97</b>	<b>\$ 116,100</b>	<b>\$ 116,100</b>	<b>\$ 116,100</b>

PERSONNEL: Sub contracted services				SPED		ERMHS		General Ed		TOTAL			
Position	Description	Staff Name	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 fa.		\$ 5,000	0.00	\$ 3,000	0.00	\$ 1,000	0.00	\$ 1,000	0.00	\$ 5,000	\$ 5,000	\$ 5,000
Speech & Language Pathologist	Supervisor for speech and language providers - 18hrs/wk @ \$114/hr for 34 weeks	LaTisha Rodriguez		0.45	\$ 69,768	0.00	\$ -	0.00	\$ -	0.45	\$ 69,768	\$ 69,768	\$ 69,768
				0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	\$ -
<b>TOTAL</b>				<b>0.45</b>	<b>\$ 72,768</b>	<b>0.00</b>	<b>\$ 1,000</b>	<b>0.00</b>	<b>\$ 1,000</b>	<b>0.45</b>	<b>\$ 74,768</b>	<b>\$ 74,768</b>	<b>\$ 74,768</b>

<b>PERSONNEL TOTAL</b>				<b>3.64</b>	<b>\$ 418,249</b>	<b>0.00</b>	<b>\$ 1,000</b>	<b>1.28</b>	<b>\$ 117,252</b>	<b>4.92</b>	<b>\$ 536,501</b>	<b>\$ 536,501</b>	<b>\$ 536,501</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		2.95	\$ 16,520	0.00	\$ -	1.00	\$ 5,600	3.95	\$ 22,120	\$ 22,120	\$ 22,120
Leadership Operations	see Operations worksheet	5,400		0.69	\$ 3,722	0.00	\$ -	0.28	\$ 1,515	0.97	\$ 5,236	\$ 5,236	\$ 5,236
<b>OPERATIONS TOTAL</b>					<b>\$ 20,242</b>		<b>\$ -</b>		<b>\$ 7,115</b>		<b>\$ 27,356</b>	<b>\$ 27,356</b>	<b>\$ 27,356</b>

<b>TOTAL DIRECT COSTS</b>					\$ 438,491		\$ 1,000		\$ 124,367		\$ 563,858	\$ 563,858	\$ 563,858
Allocable Cost @	IT, Development, some Training, Clinical	14%			\$ 61,389		\$ 140		\$ 17,411		\$ 78,940	\$ 78,940	\$ 78,940
<b>TOTAL COST</b>					<b>\$ 499,880</b>		<b>\$ 1,140</b>		<b>\$ 141,778</b>		<b>\$ 642,798</b>	<b>\$ 642,798</b>	<b>\$ 642,798</b>
											10% Contingency:	\$ 64,280	
											Maximum Comprehensive Budget:	\$ 707,077	

check \$ 642,798 \$ 642,798 \$ 642,798

# Cover Sheet

## Contract Approval: Sujatha Ranganathan and LCPS

**Section:** III. Discussion and Approval Items  
**Item:** J. Contract Approval: Sujatha Ranganathan and LCPS  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:**  
Sujatha Ranganathan - Independent Contractor Agreement - 2021 (1).pdf



**WHERE OAKLAND SHINES**

**Independent Contractor Agreement**

This Agreement is entered into between **Lighthouse Community Public Schools** (“the School”) and **Sujatha Ranganathan** (“the Contractor”).

1. **Independent Contractor.** Subject to the terms and conditions of this Agreement, the School hereby engages the Contractor as an independent contractor to perform the services set forth herein, and the Contractor hereby accepts such engagement.

This Agreement shall not render the Contractor an employee, partner, agent of, or joint venturer with the School for any purpose. The Contractor is and will remain an independent contractor in [his or her] relationship to the School. The School shall not be responsible for withholding taxes with respect to the Contractor’s compensation hereunder. The Contractor shall have no claim against the School hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker’s compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

2. **Duties, Term, and Compensation.** The Contractor’s duties, term of engagement, compensation and provisions for payment thereof shall be as set forth in Exhibit A, which may be amended in writing from time to time, or supplemented with subsequent estimates for services to be rendered by the Contractor and agreed to by the School, and which collectively are hereby incorporated by reference.

Compensation for the duties specified in the attached Exhibit will be paid according to the terms specified, upon the submission of monthly timesheets or an invoice documenting hours.

3. **Expenses.** During the term of this Agreement, the Contractor will use equipment supplies of her/his own, excluding equipment for student use; expenses would not be reimbursed by the School. Notwithstanding the foregoing, expenses for the time spend by Consultant in traveling to and from School facilities shall not be reimbursable.
4. **Requirements for all Faculty and Staff.** All student-facing contractors are required to maintain the following:

**Fingerprinting Clearance:** Fingerprint clearance for Employee will be acquired through submitting the Employee’s fingerprints to the California Department of Justice & FBI. Employee will be required to assume the cost of all fees related to the fingerprinting process. Clearance must be in place prior to the first day of service.

444 Hegenberger Rd, Oakland, CA 94621 | tel: 510-562-8801 | [www.lighthousecharter.org](http://www.lighthousecharter.org)

**TB Clearance:** Contractor will be required to submit evidence from a licensed physician and/or licensed entity that he/she was found to be free from active tuberculosis. Clearance must be in place prior to the first day of service.

**CPR and First Aid Requirements:** Contractor will be required to submit evidence from a certified agency that he/she completed a CPR and First Aid Certification course. Clearance must be in place prior to the first day of service.

**Child Abuse and Neglect Reporting:** California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident. By executing this Agreement, the Employee acknowledges he or she is a child care custodian and is certifying that he or she has knowledge of California Penal Code section 11166 and will comply with its provisions.

5. Conflicts of Interest. The Contractor represents that she/he is free to enter into this Agreement, and that this engagement does not violate the terms of any agreement between the Contractor and any third party. During the term of this agreement, the Contractor shall devote as much of her/his productive time, energy and abilities to the performance of her/his duties hereunder as is necessary to perform the required duties in a timely and productive manner. The Contractor is expressly free to perform services for other parties while performing services for the School.
6. Termination. The School may terminate this Agreement at any time by 10 working days' written notice to the Contractor. In addition, if the Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of the School, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, the School at any time may terminate the engagement of the Contractor immediately and without prior written notice to the Contractor.
7. Assignment. The Contractor shall not assign any of her/his rights under this Agreement, or delegate the performance of any of her/his duties hereunder, without the prior written consent of the School.
8. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.
9. Entire Understanding. This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.



10. Unenforceability of Provisions. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

This agreement remains open until 9/29/2021 at 5:00 p.m. Please, sign, date, and return one copy of this agreement to the representative listed below by that date. If you fail to submit a signed copy by that date, this agreement will become null and void.

<b>Contractor</b>	<b>School</b>
Signature: {{Sig_es_:signer1:signature}}	Signature: {{Sig_es_:signer2:signature}}
Name (print): {{N_es_:signer1:fullname}}	Name (print): {{N_es_:signer2:fullname}} LCPS Director of Talent & HR
Date: {{Dte_es_:signer1:date}}	Date: {{Dte_es_:signer2:date}}



**WHERE OAKLAND SHINES**

## **Exhibit A: Deliverables & Terms Data Systems and Analytics Consultant**

### **Deliverables:**

- Complete Audit and documentation of SIS security rules and practices
- Support Enrollment through Master Scheduling Rostering process improvements and trainings
- In collaboration with staff, ensure that all staff records in Aeries SIS are complete and accurate for the purposes of CALPADS and other external reporting.
- Train and work in partnership with Network Admin who will serve as Data Systems Admin as well.
- In collaboration with special education staff, maintain special education/504 program records in SEIS, Aeries, and CALPADS.
- Assist school leaders in designing and implementing master schedules and associated bell schedules in Aeries SIS, with the aim of ensuring that site program needs are met as fully as possible within the technical limits of Aeries SIS.
- In collaboration with the Sr. Director of Technology & Project Mgmt. act as the primary LEA coordinator for federal, state and local data reporting, including managing and tracking reporting deadlines, providing training, coordinating collection and submission with other staff & departments as needed. Includes CALPADS, Civil Rights Data Collection (CRDC), Federal Program Monitoring (FPM) and other reporting as needed.
- Complete data integrations or other data system related needs for new or existing tools via Clever or other processes
- Complete Compliance related data reporting schedule.
- Complete submission of all compliance related data requests
- Respond to all data requests within the scope of this contract as approved by DOT.
- Support and train Network Admin to transition into Network & Data System Admin I role.
- Lead and perform data clean up work in preparation for CALPADS reporting with support for the various data owners.
- Update identified data systems with most recent data reports
- Plan and implement streamlined self serve data reports and dashboards
- Support development of job descriptions, vetting candidates and building and overseeing onboarding plan for Data Systems Manager role

### **Contractor Primary Point of Contact:**

This staff member is ultimately responsible for reviewing the contracted work and the completion of specified deliverables. This staff member is responsible for implementation of work, and for liaising with contractor, as needed:

- Director of Technology, Manisha Patel: [manisha.patel@lighthousecharter.org](mailto:manisha.patel@lighthousecharter.org)

**Terms:**

- Work to be completed between July 1st, 2021 through December 31st, 2021
- Hourly rate of \$125/hour for up to 20 hours per week, not to exceed 350 hours total.

**Distribution of payment:** Payment will be paid on a monthly basis upon submission of invoices summarizing work-to-date for each month including progress towards each deliverable and sign off by the Senior Director of Technology that sufficient progress has been made.

**Invoicing Process:** The contractor's preferred invoicing; alternatively, the School will provide a template at the contractor's request. All invoices should be submitted to [billing@lighthousecharter.org](mailto:billing@lighthousecharter.org) and cc'ed to Director of Technology for approval.

**Exhibit B Confidentiality Agreement between Lighthouse Community Public Schools & [Sujatha Ranganathan]**

The above-named party (hereinafter referred to as “Signatory”) hereby acknowledges and agrees to the following:

1. The Signatory will serve Lighthouse Community Public School (hereinafter referred to as “Lighthouse”) as a(n) Independent Contractor
2. The Signatory has a duty to maintain the confidentiality of sensitive information that the Signatory may encounter during his/her service to Lighthouse. Such confidential information includes, but is not limited to:
  - Student records, such as students’ names; parents’/guardians’ names; home addresses; personal telephone numbers and/or email addresses; photographs; dates of birth; grade level; enrollment status; dates of attendance; social security numbers; medical information; disciplinary records; and grades;
  - Personnel records, such as employees’ names; dates of hire; home addresses; personal telephone numbers and/or email addresses; dates of birth; social security numbers; medical information; disciplinary records; immigration documents; salaries or payroll-related information; and driver’s license numbers; and
  - Proprietary information concerning Lighthouse’s operations, technology resources, databases and passwords to such databases, business plans, curriculum and pedagogical techniques, trademarks, patents, and copyrights.
3. The Signatory shall only access confidential information when necessary and as directed to do so by Lighthouse, and when doing so is within the course and scope of the Signatory’s service to Lighthouse.
4. The Signatory is not to remove Lighthouse property containing any confidential information without prior written authorization from Lighthouse, and is expected to keep confidential information secure from outside visitors and all other persons who do not have legitimate reason to see or use such information.
5. The Signatory is prohibited from using or disclosing any confidential information that is produced or obtained through working with Lighthouse, except to the extent such use or disclosure is required in connection with performing their services to Lighthouse. The Signatory

shall not disclose any such information described above without prior written authorization of the Chief Executive Officer (“CEO”) or designee.

6. Upon the ending of the relationship with Lighthouse, whether voluntarily or involuntarily, all Lighthouse confidential information, including but not limited to student cumulative files, personnel records/files, directory or contact information for students/families and employees, and other tangible Lighthouse property in the Signatory’s possession or control, must be returned to Lighthouse immediately. The Signatory is prohibited from using or disclosing confidential information for any reason after the relationship with Lighthouse ends. The Signatory is also prohibited from accessing any Lighthouse files, technology, databases, records, or any other information to which the Signatory had access due to their relationship with Lighthouse after the relationship with Lighthouse ends.

7. This Agreement in no way limits the Signatory’s right to access and/or disclose the Signatory’s own personnel records and/or the Signatory’s child’s student records. Further, this Agreement does not restrict the Signatory from discussing his or her wages or other terms and conditions of employment with coworkers or others, to the extent protected by law.

8. Violations of this Agreement by the Signatory may lead to being dismissed from providing further service to Lighthouse, as well as the Signatory being subject to appropriate legal action to compensate Lighthouse for any damages related to the Signatory’s breach of this Agreement and/or to compel the Signatory to not violate this Agreement further.

9. Any questions regarding this Agreement and the Signatory’s obligations there under are to be referred to CEO or designee.

<b>Contractor</b>	<b>School</b>
Signature: {{Sig_es_:signer1:signature}}	Signature: {{Sig_es_:signer2:signature}}
Name (print): {{N_es_:signer1:fullname}}	Name (print): {{N_es_:signer2:fullname}} LCPS Director of Talent & HR
Date: {{Dte_es_:signer1:date}}	Date: {{Dte_es_:signer2:date}}

# Cover Sheet

## Contract Approval: LCPS and FIA (Families in Action)

**Section:** III. Discussion and Approval Items  
**Item:** K. Contract Approval: LCPS and FIA (Families in Action)  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** MOU\_ CMO + Families in Action for Quality Education (1).pdf



## Memorandum of Understanding

This Memorandum of Understanding (“MOU”) is made as of August 15, 2021 (the “Effective Date”) by and between Families in Action for Quality Education (FIA Oakland Coalition) and participating Non-Profit Charter Network/School hereby referred to as \_\_\_\_\_, (each, a “Party” and together, the “Parties”). This MOU outlines the required commitments and the benefits of coalition membership.

### **Mission**

The FIA Oakland Coalition is a group of non-profit charter schools and networks whose members work collaboratively to ensure that all students and families in Oakland have the ability to choose and attend a high quality, equitable public school.

### **Origin Story, Purpose & Strategy**

Nearly 25 years ago, families who demanded access to high quality schools began founding Oakland public charter schools, especially in neighborhoods where public schools had failed generations with persistently low academic outcomes and gaps in college access. Over the last several years, a dangerous and inaccurate narrative has emerged that threatens the existence of school options for Oakland families. This narrative scapegoats public charter schools for long-standing problems in public education, while failing to address the need for quality school options for Black, Brown and underserved families or respecting the power and agency of Black, Brown and underserved families.

The FIA Oakland Coalition seeks to increase support for quality charter public schools and the respective political power through four major strategies:

1. **Communications** that humanize the voices and stories of families, youth and educators, highlight the data and results of public schools, dispel falsehoods about charter schools and provide information that facilitates political involvement
2. **Leadership Development** - Development of charter school parent and youth leadership to lead campaigns that result in concrete gains in access to quality schools, equitable resources and equitable student outcomes. Development of advocacy leadership capacity among charter school educators, board members and school leaders and structure opportunities for a healthy advocacy ecosystem.
3. **Organize and lead campaigns** that lead to measurable increases in access, quality and equity in public education and build sustainable capacity and infrastructure for civic and political engagement.
4. **Engagement of influentials** including elected officials, community and district leaders and organizations to increase awareness of the positive contributions of public charter schools and to garner political support.

### **Principles of Engagement**

Contributions

- Beginning in fall 2021, FIA Oakland Coalition is funded through a combination of philanthropy, grants, individual donors and Charter School/Network contributions.

- Charter Schools/Networks will contribute annually to support the FIA Oakland Coalition. Contributions, at the rate of \$10/student, are due by September 1, 2021.

Contributions can be sent via check to: Families in Action for Quality Education 333 Hegenberger Road, Suite 600 Oakland, CA 94621	Contributions can be sent via bank transfer to: Families in Action for Quality Education Bank: Citibank Address: 4101 Piedmont Avenue Account Number: 207-848-235 Routing Number: 32-11-711-84
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Governance

- Each Charter Schools/Networks appoints a senior leader who serves a two-year term on the board of directors at least once every four years.
- The board of directors strives to reflect our values in its membership with 1/3 of members from Charter Schools/Networks, 1/3 from community organizations and 1/3 parents and youth.
- Board directors will attend 6 mandatory board meetings per year and participate as able in board working groups.
- Each year, the board of directors will adopt the goals and measures of success for the FIA Oakland Coalition strategy and evaluate the Chief Executive Officer.

Expectations

- Charter School/Network leaders will facilitate the active participation of their schools in communications, leadership development institutes and at least one campaign per year.
  - Participation in FIA Oakland’s family/youth leadership institutes in summer and winter
  - Distribute and promote communications including FIA Oakland newsletters, social media, non-partisan school board election information and events/actions/campaign invitations.
  - Identifying key spokespeople who can share their personal experiences in earned, social and written media.
  - Commitment to attendance at 3 collective actions and participation in at least 1 campaign.
  - Participation in monthly school leader and quarterly charter board of directors meetings.

**Benefits**

The FIA Oakland Coalition provides unique benefits to our partner Charter Schools/Networks.

- Be a part of a historic, student and family-centered movement to reclaim the positive narrative about the role of public charter schools in East Oakland and to increase access to high quality, public schools.

- Be a part of changing the discourse and influencing public education policy and leadership that puts Black, Brown and underserved families in positions of power and honors their agency to choose high quality public schools.
- Be a part of a ground-breaking movement that breaks down the silos between charter schools, community organizations and the public power structure to build a strong, city-wide movement.
- Be featured in our local, expert, authentic, data and story-driven communications campaigns that lifts up positive data and stories from stakeholders in your charter school/network.
- Build leadership capacity in your school/network through family and youth organizing and leadership development.
- Work in partnership with outstanding local advocacy leaders including Energy Convertors, State of Black Education and Great School Voices. Access to expert, equity-centered, authentic messages, and communications collateral.

On behalf of \_\_\_\_\_ (Charter School/Network)

Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

On behalf of Families in Action for Quality Education

Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

# Cover Sheet

## Approvals through the LCPS Re-Opening Resolution for CEO

**Section:** III. Discussion and Approval Items  
**Item:** L. Approvals through the LCPS Re-Opening Resolution for  
CEO  
**Purpose:** FYI  
**Submitted by:**  
**Related Material:**  
Lighthouse Board Re-Opening Resolution FINAL August 2021.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**

Board Approved 07/20, Board Extended 08/21

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, school reopening guidance 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 modifications and subject to local conditions that will likely schools to open at the school sites; 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 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; 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 2020-2021 and 2021-22 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 and 2021-22 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 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.
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 and/or independent study 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~~ This resolution was originally in effect through June 30, 2021, and has been extended to June 30, 2022 by the LCPS Board of Directors in anticipation that the pandemic may continue through the 2021-2022 school year.

PASSED AND ADOPTED by the Board of Directors of Lighthouse Community Public Schools on this 3rd day of August, 2021.

AYES:

NOES:

ABSTAIN:

ABSENT:

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Secretary  
Lighthouse Community Public Schools

# Cover Sheet

## CDE Dashboard Local Indicators

**Section:** III. Discussion and Approval Items  
**Item:** M. CDE Dashboard Local Indicators  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** LCPS - CA School Dashboard Indicators Fall 21.pdf



## LCPS Local Indicators Progress for Fall 21

Annually, LEAs in the state of California assess their progress towards local indicators using State Board of Education (SBE) approved standards. The approved performance standards require each LEA to:

- Annually measure its progress in meeting the requirements of LCFF Priorities 1, 2, 3, 6, and 7.
- Report the results as part of a non-consent item at a regularly scheduled public meeting of the LEA's Board of Directors, aligned to the adoption of the LEA's LCAP.
- Report the results to the public through the CA School Dashboard using the SBE-adopted self-reflection tools for each local indicator.

Providing these updates to the CA School Dashboard gives each LEA a "Standard Met" in the following Areas:

- Basics: Teachers, Instructional Materials, Facilities
- Implementation of Academic Standards
- Parent and Family Engagement
- Local Climate Survey
- Access to a Broad Course of Study

Please review and discuss our LEAs' progress towards local indicators (over the 20-21 school year) as reported by staff below.



## Appropriately Assigned Teachers, Access to Curriculum-Aligned Instructional Materials, and Safe, Clean and Functional School Facilities (LCFF Priority 1)

LEAs will provide the information below:

	Number/percentage of misassignments of teachers of ELs	Total teacher misassignments	Vacant teacher positions
LH K-8	4	8	0
LH 9-12	3	7	0
Lodestar	6	2	0

	Number/percentage of students without access to their own copies of standards-aligned instructional materials for use at school and at home
LH K-8	0%
LH 9-12	0%
Lodestar	0%

	Number of identified instances where facilities do not meet the "good repair" standard (including deficiencies and extreme deficiencies)
LH K-8	0
LH 9-12	0
Lodestar	0

## Implementation of State Academic Standards (LCFF Priority 2)

### Recently Adopted Academic Standards and/or Curriculum Frameworks

**1. Rate the LEA’s progress in providing professional learning for teaching to the recently adopted academic standards and/or curriculum frameworks identified below.**

*Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability*

Academic Standards	1	2	3	4	5
ELA – Common Core State Standards for ELA				X	
ELD (Aligned to ELA Standards)				X	
Mathematics – Common Core State Standards for Mathematics				X	
Next Generation Science Standards			X		
History-Social Science			X		

**2. Rate the LEA’s progress in making instructional materials that are aligned to the recently adopted academic standards and/or curriculum frameworks identified below available in all classrooms where the subject is taught.**

*Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability*

<b>Academic Standards</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
ELA – Common Core State Standards for ELA				X	
ELD (Aligned to ELA Standards)				X	
Mathematics – Common Core State Standards for Mathematics				X	
Next Generation Science Standards				X	
History-Social Science				X	

**3. Rate the LEA’s progress in implementing policies or programs to support staff in identifying areas where they can improve in delivering instruction aligned to the recently adopted academic standards and/or curriculum frameworks identified below (e.g., collaborative time, focused classroom walkthroughs, teacher pairing).**

*Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability*

<b>Academic Standards</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
ELA – Common Core State Standards for ELA				X	

ELD (Aligned to ELA Standards)				X	
Mathematics – Common Core State Standards for Mathematics				X	
Next Generation Science Standards			X		
History-Social Science			X		

**4. Rate the LEA's progress implementing each of the following academic standards adopted by the state board for all students.**

*Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability*

<b>Academic Standards</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
Career Technical Education			X		
Health Education Content Standards			X		
Physical Education Model Content Standards			X		
Visual and Performing Arts			X		

World Language				X	
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**5. Rate the LEA’s success at engaging in the following activities with teachers and school administrators during the prior school year (including the summer preceding the prior school year).**

*Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability*

Activities	1	2	3	4	5
Identifying the professional learning needs of groups of teachers or staff as a whole				X	
Identifying the professional learning needs of individual teachers				X	
Providing support for teachers on the standards they have not yet mastered				X	

**(Limited to 1,500 characters)**

**6. Provide any additional information in the text box provided in the Dashboard that the LEA believes is relevant to understanding its progress implementing the academic standards adopted by the state board.**

The LEA has been devoting significant time to implementing the ELA, Math, and ELD standards -- through professional development and learning, strategic initiatives, and performance monitoring in these areas. Future professional development work will support full implementation of the Career Technical Education Standards, Health Education Content Standards, Physical Education Model Content Standards, and Visual and Performing Arts Standards.



## Parent and Family Engagement (LCFF Priority 3)

### Building Relationships

*Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability*

Building Relationships	1	2	3	4	5
1. Rate the LEA's progress in developing the capacity of staff (i.e. administrators, teachers, and classified staff) to build trusting and respectful relationships with families.				X	
2. Rate the LEA's progress in creating welcoming environments for all families in the community.				X	

<p>3. Rate the LEA's progress in supporting staff to learn about each family's strengths, cultures, languages, and goals for their children.</p>				<p>X</p>	
<p>4. Rate the LEA's progress in developing multiple opportunities for the LEA and school sites to engage in 2-way communication between families and educators using language that is understandable and accessible to families.</p>				<p>X</p>	

**3,000 characters)**

Briefly describe the LEA's current strengths and progress in this area, and identify a focus area for improvement, including how the LEA will improve the engagement of underrepresented families.

The LEA has strong relationships with its families that were critical over shelter in place due to COVID-19 and subsequent reopening during the 21-22 school year, with many formal and informal opportunities for 2-way communication between families and educators, including Student-Led Conferences, Expos of student learning, and other celebrations of learning. One area the LEA is focused on is affirming and celebrating the importance of bilingualism as part of the LEA's focus on better serving our multilingual students.

### Building Partnerships for Student Outcomes

*Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability*

<b>Building Partnerships</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
5. Rate the LEA's progress in providing professional learning and support to teachers and principals to improve a school's capacity to partner with families.				X	
6. Rate the LEA's progress in providing families with information and resources to support student learning and development in the home.				X	
7. Rate the LEA's progress in implementing policies or programs for teachers to meet with families and students to discuss student progress					X

and ways to work together to support improved student outcomes.					
8. Rate the LEA's progress in supporting families to understand and exercise their legal rights and advocate for their own students and all students.				X	

**3,000 characters)**

Briefly describe the LEA's current strengths and progress in this area, and identify a focus area for improvement, including how the LEA will improve the engagement of underrepresented families.

The LEA has clearly identified and sustainable structures that allow all families in the LEA to sit down with their child's teacher and their child to discuss student progress and supports. This partnership positions families as partners in supporting the learning of their children. There is a significant amount of professional development and learning that supports these partnerships; one area of focus for this upcoming year is increased alignment between what professional development and learning looks like across the schools in the LEA's network of charter schools.

**Seeking Input for Decision Making**

*Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability*

Seeking Input	1	2	3	4	5
<p>9. Rate the LEA's progress in building the capacity of and supporting principals and staff to effectively engage families in advisory groups and with decision-making.</p>			X		
<p>10. Rate the LEA's progress in building the capacity of and supporting family members to effectively engage in advisory groups and decision-making.</p>			X		
<p>11. Rate the LEA's progress in providing all families with opportunities to provide input on policies and programs, and implementing strategies to reach and seek input from any underrepresented</p>			X		

groups in the school community.					
12. Rate the LEA's progress in providing opportunities to have families, teachers, principals, and district administrators work together to plan, design, implement and evaluate family engagement activities at school and district levels.			X		

**3,000 characters)**

Briefly describe the LEA's current strengths and progress in this area, and identify a focus area for improvement, including how the LEA will improve the engagement of underrepresented families.

This year the LEA is taking a close look at its School Site Council (SSC) as a body where parents and guardians can give input on LEA activities. This formal decision making power is the LEA's focus area for the year, and the LEA's Family Engagement Coordinator, Director of Student Services, and Site Administrators are closely collaborating to support this work.



## School Climate (LCFF Priority 6)

LEAs will provide a narrative summary of the local administration and analysis of a local climate survey that captures a valid measure of student perceptions of school safety and connectedness in at least one grade within the grade span (e.g., K-5, 6- 8, 9-12) in a text box provided in the California School Dashboard (response limited to 3,000 characters). LEAs will have an opportunity to include differences among student groups, and for surveys that provide an overall score, such as the California Healthy Kids Survey, report the overall score for all students and student groups. This summary may also include an analysis of a subset of specific items on a local survey and additional data collection tools that are particularly relevant to school conditions and climate.

1. **DATA:** Reflect on the key learnings from the survey results and share what the LEA learned.
2. **MEANING:** What do the disaggregated results (*if applicable*) of the survey and other data collection methods reveal about schools in the LEA, such as areas of strength or growth, challenges, and barriers?
3. **USE:** What revisions, decisions, or actions has, or will, the LEA implement in response to the results for continuous improvement purposes? Why? If you have already implemented actions, did you see the results you were seeking

During 20-21, when students were in Distance Learning, Lighthouse Community Public Schools conducted a number of surveys of students, families, and staff to learn what was working about distance learning and what areas needed more focus and improvement. The spring version of the survey was taken by over 1000 students across our LEAs, representing almost 80% of our students. Students were asked a variety of questions about their satisfaction with our program, with results reported on a 5 point likert scale.

The LEA learned that 79.1% of students said that they felt supported or very supported, 70.6% of students reported understand what was expected of them during distance learning well or very well, and 80.3% of students reported being satisfied with the work they were being assigned. The LEA also collected information on workload, areas where families needed more support, and data related to school reopening (plans for vaccination, plans for school return, etc).

This data speaks to a number of strengths in the LEA's program and match other data points tracked by the LEA, including strong attendance, work completion, and participation rates in classes. One area where the LEA has responded to data is around SEL supports,

including adopting additional SEL curriculum, hiring additional clinical staff, and identifying times and spaces where SEL instruction will happen to respond to stated mental health needs from students and families.

One challenge noted in this data is that the roughly 20% of students who did not respond represent some of the LEA's more disengaged students. The LEA has proactively planned to re-engage and support these students as they return to school in Fall 21.

## **Access to a Broad Course of Study (LCFF Priority 7)**

LEAs provide a narrative summary of the extent to which all students have access to and are enrolled in a broad course of study by addressing, at a minimum, the following four prompts:

1. Briefly identify the locally selected measures or tools that the LEA is using to track the extent to which all students have access to, and are enrolled in, a broad course of study, based on grade spans, unduplicated student groups, and individuals with exceptional needs served. (response limited to 1,500 characters).

California Education Code (EC) 51210- Requires access to a broad course of study for grades 1-6 in English, Mathematics, Social Sciences, Science, Visual and Performing Arts, Health, and Physical Education. The tools used by the LEA to determine if all students (including unduplicated pupils) enrolled in a broad course of study are: student schedules, progress reports, IEP Plans, and English Learner plans.

California EC 51220(a)-(i) - Requires access to a broad course of study for grades 7-12 in English, Social Sciences, Foreign Language, Physical Education, Science, Mathematics, Visual and Performing Arts, Applied Arts, and Career Technical Education. The tools used by the LEA to determine if all students (including unduplicated pupils) enrolled in a broad course of study are: student schedules, transcripts, IEP Plans, and English Learner plans.

2. Using the locally selected measures or tools, summarize the extent to which all students have access to, and are enrolled in, a broad course of study. The summary should identify any differences across school sites and student groups in access to, and enrollment in, a broad course of study, and may describe progress over time in the extent to which all students have access to, and are enrolled in, a broad course of study. (response limited to 1,500 characters)

All students at the LEA enroll in a broad course of study appropriate for their grade range. All students are enrolled in the same common curricular sequence in core and non-core classes, including Advanced Placement courses, which ensures that all students have access to and are enrolled in this broad course of study. 7th and 8th graders at the LEA do not take Foreign Language, though students do complete required foreign language when they enroll in our 9-12 program.

3. Given the results of the tool or locally selected measures, identify the barriers preventing the LEA from providing access to a broad course of study for all students. (response limited to 1,500 characters)

The primary barrier to providing foreign in Grades 7 and 8 is our small school size. We are investigating online and other options to provide this access to our Grade 7 and 8 students.

4. In response to the results of the tool or locally selected measures, what revisions, decisions, or new actions will the LEA implement, or has the LEA implemented, to ensure access to a broad course of study for all students? (response limited to 1,500 characters)

As part of model design and budgeting for the upcoming school year, the LEA will investigate the possibility of adding foreign language in Grades 7 and 8 across our sites.

# Cover Sheet

## LCPS Educator Records and Student Information Policy

**Section:** IV. Board Policies for the 2021-22 School Year  
**Item:** A. LCPS Educator Records and Student Information Policy  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:**  
LCPS Educational Records and Student Information Policy.docx.pdf



## Educational Records and Student Information Policy

*Adopted XX-XX-2021 (DRAFT UNTIL BOARD APPROVED)*

The Board of Directors of Lighthouse Community Public Schools ("LCPS" or "Charter School"), a California nonprofit public benefit corporation operating public charter schools, adopts this Educational Records and Student Information Policy to apply to all educational records and student information maintained by LCPS.

### Definitions

- *"Education Record"*: An education record is any information recorded in any way, including, but not limited to, handwriting, print, computer media, video or audio tape, film, microfilm, and microfiche that directly relates to a student and is maintained by LCPS or by a party acting for LCPS. Such information includes, but is not limited to:
  1. Date and place of birth; parent and/or guardian's address, mother's maiden name and where the parties may be contacted for emergency purposes;
  2. Grades, test scores, courses taken, academic specializations and school activities;
  3. Special education records;
  4. Disciplinary records;
  5. Medical and health records;
  6. Attendance records and records of past schools attended; and/or
  7. Personal information such as, but not limited to, a student's name, the name of a student's parent or other family member, student identification numbers, social security numbers, photographs, biometric record or any other type of information that aids in identification of a student.

An education record does not include any of the following:

1. Records that are kept in the sole possession of the maker, are used only as a personal memory aid, and are not accessible or revealed to any other person except a temporary substitute for the maker of the record;
  2. Records maintained by a law enforcement unit of LCPS that were created by that law enforcement unit for the purpose of law enforcement;
  3. In the case of a person who is employed by LCPS but not in attendance at LCPS, records made and maintained in the normal course of business, relate exclusively to the individual in that individual's capacity as an employee and are not available for any other purpose;
  4. Records of a student who is 18 years of age or older, or is attending an institution of postsecondary education, that are: a) made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in their professional capacity or assisting in a paraprofessional capacity; b) made, maintained, or used only in connection with treatment of the student; and c) disclosed only to individuals providing the treatment. For the purpose of this definition, "treatment" does not include remedial educational activities or activities that are part of the program of instruction at LCPS;
  5. Records that only contain information about an individual after the individual is no longer a student at LCPS; or
  6. Grades on peer-graded papers before they are collected and recorded by a teacher.
- *"Personally Identifiable Information"*: Personally identifiable information ("PII") is information about a student that is contained in their education records that cannot be disclosed without compliance with the requirements of Family Educational Rights and Privacy Act of 2001 ("FERPA"). PII includes, but is not limited to: a student's name; the name of a student's parent or other family member; the address of a student or student's family; a personal identifier, such as the student's Social Security number, student number or biometric record; other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name; other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or information requested by a person who LCPS reasonably believes knows the identity of the student to whom the education record relates.
  - *"Directory Information"*: Charter School may disclose the PII that it has



designated as directory information, consistent with the terms of the annual notice provided by LCPS pursuant to the FERPA (20 U.S.C. § 1232g). LCPS has designated the following information as directory information:

1. Student's name
  2. Student's address
  3. Parent/guardian's address
  4. Telephone listing
  5. Student's electronic mail address
  6. Parent/guardian's electronic mail address
  7. Photograph/video
  8. Date and place of birth
  9. Dates of attendance
  10. Grade level
  11. Participation in officially recognized activities and sports
  12. Weight and height of members of athletic teams
  13. Degrees, honors, and awards received
  14. The most recent educational agency or institution attended
  15. Student ID number, user ID, or other unique personal identifier used to communicate in electronic systems that cannot be used to access education records without a PIN, password, etc. (A student's SSN, in whole or in part, cannot be used for this purpose.)
- *"Parent"*: Parent means a parent of a student and includes a natural parent, a guardian, or an individual acting as a parent in the absence of a parent or a guardian.
  - *"Eligible Student"*: Eligible student means a student who has reached eighteen (18) years of age.
  - *"School Official"*: A school official is a person employed by Charter School as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or a person serving on the Board of Directors of LCPS. A school official also may include a volunteer for LCPS or an independent contractor of LCPS or other party who performs an institutional service or function for which LCPS would otherwise use its own employees and who is under the direct control of LCPS with respect to the use and maintenance of PII from education records, such as an attorney, auditor, medical consultant, or therapist; a parent or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another school official in performing their tasks.
  - *"Legitimate Educational Interest"*: A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill their professional responsibility.

## **Disclosure Of Directory Information**

At the beginning of each school year, LCPS shall provide parents and eligible students with a notice containing the following information: 1) The type of PII it designates as directory information; 2) The parent's or eligible student's right to require that LCPS not release "directory information" without obtaining prior written consent from the parent or eligible student; and 3) The period of time within which a parent or eligible student must notify LCPS in writing of the categories of "directory information" that it may not disclose without the parent's or eligible student's prior written consent. LCPS will continue to honor a valid request to opt out of the disclosure of a former student's directory information made while the former student was in attendance unless the student rescinds the opt out request.

## **Annual Notification To Parents And Eligible Students**

At the beginning of each school year, in addition to the notice required for directory information, Charter School shall provide eligible students currently in attendance and parents of students currently in attendance with a notice of their rights under the FERPA. The notice shall inform the parents and eligible students that they have the right to:

1. Inspect and review the student's education records;
2. Seek amendment of the student's education records that the parent or eligible student believes to be inaccurate, misleading or otherwise in violation of the student's privacy rights;
3. Consent to disclosures of PII contained in the student's education records, except to the extent that disclosure is permitted without prior written consent pursuant to FERPA;
4. File with the U.S. Department of Education a complaint concerning alleged failures by LCPS to comply with the requirements of FERPA and its promulgated regulations; and
5. Request that LCPS not release student names, addresses and telephone listings to military recruiters or institutions of higher education without prior written parental consent.

The notice must also include the following:

1. The procedure for exercising the right to inspect and review educational records;
2. The procedure for requesting amendment of records;
3. A statement that LCPS forwards education records to other agencies or institutions that have requested the records and in which the

student seeks or intends to enroll or is already enrolled so long as the disclosure is for purposes related to the student's enrollment or transfer; and

4. The criteria for determining who constitutes a school official and what constitutes a legitimate educational interest.

### **Parental And Eligible Student Rights Relating To Education Records**

Parents and eligible students have the right to review the student's education records. In order to do so, parents and eligible students shall submit a request to review education records in writing to the Chief Executive Officer. Within five (5) business days, LCPS shall comply with the request.

#### 1. Copies of Education Records

Charter School will provide copies of requested documents within five (5) business days of a written request for copies. LCPS may charge reasonable fees for copies it provides to parents or eligible students. However, no charge shall be made for furnishing (1) up to two transcripts of former students' records or (2) up to two verifications of various records of former students. The charge will not include a fee to search for or to retrieve the education records.

#### 2. Request for Amendment to Education Records

Following the inspection and review of a student's education record, a parent or eligible student may file a written request with the Chief Executive Officer to correct or remove any information in the student's education record that is any of the following:

- a. Inaccurate.
- b. Misleading.
- c. In violation of the privacy rights of the student.

Charter School will respond within thirty (30) days of the receipt of the request to amend. LCPS's response will be in writing and if the request for amendment is denied, LCPS will set forth the reason for the denial and inform the parent or eligible student of their right to a hearing challenging the content of the education record.

If the Chief Executive Officer sustains any or all of the allegations, the Chief Executive Officer must order the correction or the removal and destruction of the information. The Chief Executive Officer or designee must then inform the parent or eligible student of the amendment in writing.

#### 3. Hearing to Challenge Education Record

If Charter School denies a parent or eligible student's request to amend an

education record, the parent or eligible student may, within thirty (30) days of the denial, request in writing that the parent or eligible student be given the opportunity for a hearing to challenge the content of the student's education record on the grounds that the information contained in the education record is: inaccurate, misleading, or in violation of the privacy rights of the student.

The Board Chair may convene a hearing panel to assist in making determinations regarding educational record challenges provided that the parent has given written consent to release information from the student's records to the members of the panel convened. The hearing panel shall consist of the following persons:

- a. The principal or designee of a public school other than the public school at which the record is on file;
- b. A certificated Charter School employee; and
- c. A parent appointed by the Chief Executive Officer or by the Board Chair, depending upon who convenes the panel.

The hearing to challenge the education record shall be held within thirty (30) days of the date of the request for a hearing. Notice of the date, time and place of the hearing will be sent by Charter School to the parent or eligible student no later than twenty (20) days before the hearing.

The principal or designee of a public school will serve as the chairman and shall not be required to use formal rules of evidence or procedure. The parent or eligible student will be given a full and fair opportunity to present evidence relevant to the issues relating to the challenge to the education record. The parent or eligible student may also, at their own expense, be assisted or represented by one or more individuals of their choice, including an attorney. The decision of the Board Chair or designee will be based solely on the evidence presented at the hearing and is final. Within thirty (30) days after the conclusion of the hearing, LCPS's decision regarding the challenge will be made in writing and will include a summary of the evidence and the reasons for the decision.

If, as a result of the hearing, Charter School decides that the information is inaccurate, misleading, or in violation of the privacy rights of the student, it will amend the record accordingly and inform the parent or eligible student of the amendment in writing.

If, as a result of the hearing, Charter School decides that the information in the education record is not inaccurate, misleading, or in violation of the privacy rights of the student, it shall inform the parent or eligible student of the right to place a statement in the record commenting on the contested information in the record or stating why they disagree with the decision of LCPS, or both. If LCPS places a statement by the parent or eligible student in the education records of a student, it will maintain the statement with the

contested part of the record for as long as the record is maintained and disclose the statement whenever it discloses the portion of the record to which the statement relates.

### **Disclosure Of Education Records And Directory Information**

Charter School must have a signed and dated written consent from the parent or eligible student before releasing any non-directory information from a student's education record except as provided below. The written permission must specify the records that may be disclosed, the purpose of the disclosure and the party or class of parties to whom the disclosure may be made. When disclosure is made pursuant to written permission, the parent or eligible student may request a copy of the disclosed records and LCPS shall provide the requestor with a copy of the records disclosed upon request. Signed and dated written consent may include a record and signature in electronic form if it identifies and authenticates a particular person as the source of the electronic consent and indicates such person's approval of the information contained in the electronic consent.

LCPS will only disclose PII on the condition that the receiving party not disclose the information to any party without the prior written consent of the parent or eligible student and that the receiving party use the information for the purposes for which the disclosure was made. This restriction does not apply to disclosures that fall within the disclosure exceptions listed below. LCPS must maintain the appropriate records related to these disclosure exceptions, as described below. Except for disclosures pursuant to a warrant, judicial order or lawfully issued subpoena, or directory information or to parents or eligible students, LCPS will inform a receiving party of the requirement that the party not disclose the information to any other party without the prior written consent of the parent or eligible student and that the receiving party use it for the purpose for which the disclosure was made. Note specifically that LCPS will not release information to third parties for immigration-enforcement purposes, except as required by law or court order.

1. Charter School will disclose education records, without prior written consent of the parent or eligible student, to the following parties:
2. School officials who have a legitimate educational interest as defined by 34 Code of Federal Regulations ("C.F.R.") Part 99;
3. Other schools to which a student seeks or intends to enroll so long as the disclosure is for purposes related to the student's enrollment or transfer. When a student transfers schools, LCPS will mail the original or a copy of a student's cumulative file to the receiving district or private school within ten (10) school days following the date the request is received from the public school or private school where the student intends to enroll. LCPS will make a reasonable attempt to notify the parent or eligible student of the request for records at their last known address, unless the disclosure is initiated by the parent or eligible student. Additionally, LCPS will give the parent or

eligible student, upon request, a copy of the record that was disclosed and give the parent or eligible student, upon request, an opportunity for hearing pursuant to Section (IV)(3) above;

4. Certain government officials listed in 20 U.S.C. § 1232g(b)(1) in order to carry out lawful functions;
5. Appropriate parties in connection with a student's application for, or receipt of, financial aid if it is necessary to determine eligibility, amount of aid, conditions for aid or enforcing the terms and conditions of the aid;
6. Organizations conducting certain studies for LCPS in accordance with 20 U.S.C. § 1232g(b)(1)(F);
7. Accrediting organizations in order to carry out their accrediting functions;
8. Parents of a dependent student as defined in section 152 of the Internal Revenue Code of 1986;
9. Individuals or entities, in compliance with a judicial order or lawfully issued subpoena. Subject to the exceptions found in 34 C.F.R. § 99.31(a)(9)(i), reasonable effort must be made to notify the parent or eligible student of the order or subpoena in advance of compliance, so that the parent or eligible student may seek a protective order;
10. Persons who need to know in cases of health and safety emergencies;
11. State and local authorities, within a juvenile justice system, pursuant to specific State law;
12. A foster family agency with jurisdiction over a currently enrolled or former student, a short-term residential treatment program staff responsible for the education or case management of a student, and/or a caregiver (regardless of whether the caregiver has been appointed as the student's educational rights holder) who has direct responsibility for the care of the student, including a certified or licensed foster parent, an approved relative or nonrelated extended family member, or a resource family, may access the current or most recent records of grades, transcripts, attendance, discipline, and online communication on platforms established by LCPS for student and parents, and any individualized education program ("IEP") or Section 504 plan that may have been developed or maintained by LCPS; and/or
13. A victim of an alleged perpetrator of a crime of violence or a non-forcible sex offense. The disclosure may only include final results of the disciplinary proceedings conducted by LCPS with respect to that alleged crime or offense. LCPS may disclose the final results of the disciplinary proceeding, regardless of whether LCPS concluded a violation was committed.



## **Record Keeping Requirements**

LCPS will maintain a record of each request for access to and each disclosure of PII from the education records of each student for as long as the records are maintained. For each request, the record must include the following information: the parties who have requested or received the information and the legitimate interests the parties had in requesting or obtaining the information.

For disclosures of PII to institutions that make disclosures of the information on behalf of LCPS in accordance with 34 C.F.R. § 99.33(b), the record must include the names of the additional parties to which the receiving party may disclose the information on behalf of LCPS and the legitimate interests that each of the additional parties has in requesting or obtaining the information.

These record keeping requirements do not apply to requests from or disclosure to parents or eligible students, LCPS officials with a legitimate purpose of inspecting the records, a party with written consent from the parent or eligible student, a party seeking directory information, or a party seeking or receiving the records as directed by a court order or subpoena.

The records relating to disclosures of PII may be inspected by parents and eligible students, LCPS officials (or their assistants) responsible for the custody of the records, and parties authorized by regulations for the purpose of auditing the recordkeeping procedures of Charter School.

Student cumulative records may not be removed from the premises of LCPS, unless the individual removing the record has a legitimate educational interest, and is authorized by the Chief Executive Officer, or by a majority of a quorum of the Board of Directors at a duly agendized meeting. Employees who remove student cumulative records or other student records from the LCPS premises without a legitimate educational interest and authorization may be subject to discipline. Employees are permitted to take student work-product, or other appropriate student records, off premises without authorization for legitimate academic purposes (e.g. grading work-product, assigning credit, reviewing materials for classroom discussion, etc.).

LCPS will audit student cumulative files and electronic student records in the LCPS Student Information System for accuracy. The Director of Operations and/or the Senior Director of People and Operations will report the results of this audit to the Chief Executive Officer or designee.

## **Complaints**

Parents and eligible students have the right to file a complaint with the U.S. Department of Education concerning alleged failures by Charter School to comply

with the requirements of FERPA. The name and address of the Office that administers FERPA is:

Student Privacy Policy Office  
U.S. Department of Education  
400 Maryland Avenue. S.W.  
Washington, D.C. 20202-5920

### **Record Retention**

Charter School complies with the definition and retention of student records as established in Title 5 of the California Code of Regulations (“CCR”) sections 431 through 438, per the following:

- *“Mandatory Permanent Student Records”*: must be maintained indefinitely or an exact copy thereof for every student who was enrolled in the charter school. These records are defined as:
  1. Legal name of student
  2. Date of birth
  3. Method of verification of birth date
  4. Sex of student
  5. Place of birth
  6. Name and address of parent of minor student
  7. Address of minor student if different than above
  8. An annual verification of the name and address of the parent and the residence of the student
  9. Entering and leaving date of each school year and for any summer session or other extra session Subjects taken during each year, half year, summer session or quarter
  10. If marks or credit are given, the mark or number of credits toward graduation allows for work taken.
  11. Verification of or exemption from required immunizations
  12. Date of high school graduation or equivalent

The mandatory permanent student record or a copy thereof shall be forwarded by the Charter School upon request of a public or private school in which the student has enrolled or intends to enroll. If the Charter School forwards the original mandatory permanent student record, a copy must be maintained by the Charter School. If the Charter School forwards a copy, the original must be maintained by the Charter School.

- *“Mandatory Interim Student Records”*: Must be maintained until judged to be disposable defined as “when the student leaves the charter school or when their usefulness ceases.” These records may be destroyed during the third (3rd) school year following the determination that the records are disposable (i.e. 2019-2020 records may be destroyed after July 1, 2023). These records are defined as:

1. A log or record identifying those persons (except authorized school personnel) or organizations requesting or receiving information from the record. The log or record shall be accessible only to the legal parent or guardian or the eligible student, or a dependent adult student, or an adult student, or the custodian of records.
2. Health information, including Child Health Developmental Disabilities Prevention Program verification or waiver
3. Participation in special education programs including required tests, case studies, authorizations, and actions necessary to establish eligibility for admission or discharge
4. Language training records
5. Progress slips and/or notices
6. Parental restrictions regarding access to directory information or related stipulations.
7. Parental or adult student rejoinders to challenged records and to disciplinary action
8. Parental authorizations or prohibitions of student participation in specific programs
9. Results of standardized tests administered within the preceding three years

The mandatory interim student record or a copy thereof shall be forwarded by the Charter School upon request of a public school in California in which the student has enrolled or intends to enroll. If the transfer is to an out of state or to a private school, the mandatory interim student record may be forwarded. If the Charter School forwards the original mandatory interim student record, a copy must be maintained by the Charter School until it is destroyed in accordance with this Policy. If the Charter School forwards a copy, the original must be maintained by the Charter School until destroyed in accordance with this Policy.

- *"Permitted Student Records"*: may be maintained and may be destroyed when their usefulness ceases or after six (6) months following the student's completion or withdrawal from school. These records are defined as:
  1. Objective counselor and/or teacher ratings
  2. Standardized test results older than three years
  3. Routine discipline data
  4. Verified reports of relevant behavioral patterns
  5. All disciplinary notices
  6. Attendance records not covered in the 5 CCR § 400

Permitted student records may be forwarded upon a request by a public or private school in which a student is enrolling. If the Charter School forwards the original permitted student record, a copy must be maintained by the Charter School until it is destroyed in accordance with this Policy. If the Charter School forwards a copy, the original must be maintained by the Charter School until destroyed in accordance with this Policy.

Charter School shall update a **former** pupil's records to include the pupil's updated legal name or gender if the school district, charter school, or county office of education receives government-issued documentation, as described, demonstrating that the former pupil's legal name or gender has been changed.

# Cover Sheet

## LCPS Student Wellness Policy

**Section:** IV. Board Policies for the 2021-22 School Year  
**Item:** B. LCPS Student Wellness Policy  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** LCPS Student Wellness Policy.docx.pdf



## **Student Wellness Policy**

*Adopted XX-XX-2021 (DRAFT UNTIL BOARD APPROVED)*

The Board of Directors of Lighthouse Community Public Schools ("LCPS" or the "Charter School") is committed to the optimal development of every student. LCPS believes that for students to have the opportunity to achieve personal, academic, developmental and social success, we need to create positive, safe and health-promoting learning environments at every level, in every setting, throughout the school year.

Research shows that two components, good nutrition and physical activity before, during and after the school day, are strongly correlated with positive student outcomes. Conversely, less-than-adequate consumption of specific foods including fruits, vegetables and dairy products, is associated with lower grades among students. In addition, students who are physically active through active transport to and from school, recess, physical activity breaks, high-quality physical education and extracurricular activities – do better academically. Finally, there is evidence that adequate hydration is associated with better cognitive performance.

This Policy outlines LCPS's approach to ensuring environments and opportunities for all students to practice healthy eating and physical activity behaviors throughout the school day while minimizing commercial distractions. Specifically, this Policy establishes goals and procedures to ensure that:

- Students in LCPS have access to healthy foods throughout the school day—both through reimbursable school meals and other foods available throughout the Charter School campus—in accordance with Federal and state nutrition standards.
- Students receive quality nutrition education that helps them develop lifelong healthy eating behaviors.
- Students have opportunities to be physically active before, during and after the school day.
- The Charter School engages in nutrition and physical activity promotion and other activities that promote student wellness.
- Charter School staff are encouraged and supported to practice healthy nutrition and physical activity behaviors in and out of school.



- The community is engaged in supporting the work of LCPS in creating continuity between Charter School and other settings for students and staff to practice lifelong healthy habits.
- The Charter School establishes and maintains an infrastructure for management, oversight, implementation, communication about and monitoring of this Policy and its established goals and objectives.

This Policy applies to all students and staff in LCPS. Specific measurable goals and outcomes are identified within each section below.

## **I. Wellness Policy Implementation, Monitoring, Accountability and Community Engagement**

### ***Implementation Plan***

Using the steps outlined below, LCPS will ensure the Charter School meets legal obligations regarding implementation of this Policy.

This Policy and the progress reports can be found at: [lighthousecharter.org](http://lighthousecharter.org)

### ***Recordkeeping***

LCPS will retain records to document compliance with the requirements of this policy in the main office. Documentation maintained in this location will include but will not be limited to:

- The written Policy.
- Documentation demonstrating that the Policy has been made available to the public.
- Documentation to demonstrate compliance with the annual public notification requirements and community involvement requirements.
- Documentation of the triennial assessment of the Policy.
- Documentation demonstrating the most recent assessment on the implementation of the Policy has been made available to the public.

### ***Annual Notification of Policy***

LCPS will actively inform families and the public each year of basic information about this Policy, including its content, any updates to the Policy, and implementation status. LCPS will make this information available via the Charter School website and/or Charter School-wide communications. LCPS will provide as much information as possible about the Charter School nutrition environment. This will include a summary of Charter School's events or activities related to Policy implementation.

### ***Triennial Progress Assessments***

At least once every three years, LCPS will evaluate compliance with the wellness policy to assess the implementation of the Policy and include:

- The extent to which the Charter School is in compliance with this Policy;
- The extent to which the Charter School's Policy compares to model wellness policies; and
- A description of the progress made in attaining the goals of the Charter School's Policy.

The position/person responsible for managing the triennial assessment and contact information is:

Belen Orozco , Director of Operations, 433 Hegenberger Road Suite 201, Oakland, CA 94621; belen.orozco@lighthousecharter.org

The LCPS Director of Operations will monitor the Charter School's compliance with this Policy.

LCPS will actively notify households/families of the availability of the triennial progress report.

### ***Revisions and Updating the Policy***

LCPS will update or modify this Policy as appropriate based on the results of the annual Charter School Health Index and triennial assessments and/or as Charter School priorities change; community needs change; wellness goals are met; new health science, information, and technology emerges; and new Federal or state guidance or standards are issued. This Policy will be assessed and updated as indicated at least every three (3) years, following the triennial assessment.

### ***Community Involvement, Outreach and Communications***

LCPS is committed to being responsive to community input, which begins with awareness of the Policy. LCPS will actively communicate ways in which representatives of the Charter School and others can participate in the development, implementation and periodic review and update of this Policy through a variety of means. LCPS will also inform parents of the improvements that have been made to school meals and compliance with school meal standards, availability of child nutrition programs and how to apply, and a description of and compliance with Smart Snacks in Charter School nutrition standards.

LCPS will use electronic mechanisms, such as email or displaying notices on the Charter School's website, as well as non-electronic mechanisms, such as newsletters, presentations to parents, or sending information home to parents, to ensure that all families are actively notified of the content of, implementation of, and updates to this Policy, as well as how to get involved and support the Policy. The Charter School will ensure that communications are culturally and linguistically

appropriate to the community and accomplished through means similar to other ways that other local schools are communicating important school information with parents.

The Charter School will actively notify the public about the content of, the implementation of, and any updates to the Policy annually, at a minimum. LCPS will also use these mechanisms to inform the community about the availability of the annual and triennial reports.

## **II. Nutrition**

### ***Charter School Meals***

LCPS participates in USDA child nutrition programs, including the National School Lunch Program (“NSLP”). The Charter School is committed to offering school meals through the NSLP and SBP programs, and other applicable Federal child nutrition programs, that:

- Are accessible to all students.
- Are appealing and attractive to children.
- Are served in clean and pleasant settings.
- Meet or exceed current nutrition requirements established by local, state, and Federal statutes and regulations (The Charter School offers reimbursable school meals that meet USDA nutrition standards).
- Promote healthy food and beverage choices using at least ten of the following Smarter Lunchroom techniques:
  - Whole fruit options are displayed in attractive bowls or baskets (instead of chaffing dishes or hotel pans).
  - Sliced or cut fruit is available daily.
  - Daily fruit options are displayed in a location in the line of sight and reach of students.
  - All available vegetable options have been given creative or descriptive names.
  - Daily vegetable options are bundled into all grab-and-go meals available to students.
  - All staff members, especially those serving, have been trained to politely prompt students to select and consume the daily vegetable options with their meal.
  - White milk is placed in front of other beverages in all coolers.
  - Alternative entrée options (e.g., salad bar, yogurt parfaits, etc.) are highlighted on posters or signs within all service and dining areas.
  - A reimbursable meal can be created in any service area available to students (e.g., salad bars, snack rooms, etc.).
  - Student surveys and taste testing opportunities are used to inform menu development, dining space decor and promotional ideas.
  - Student artwork is displayed in the service and/or dining areas.
  - Daily announcements are used to promote and market menu options.

### **Water**

To promote hydration, free, safe, unflavored drinking water will be available to all students throughout the school day. LCPS will make drinking water available where school meals are served during mealtimes.

### **Competitive Foods and Beverages**

The Charter School is committed to ensuring that all foods and beverages available to students on the Charter School campus during the school day support healthy eating. The foods and beverages sold to students on campus during the school day (including the period from the midnight before, to 30 minutes after the end of the official school day) and served outside of the Charter School meal programs (e.g., “competitive” foods and beverages) will meet the USDA Smart Snacks in School nutrition standards, at a minimum. Smart Snacks aim to improve student health and well-being, increase consumption of healthful foods during the school day and create an environment that reinforces the development of healthy eating habits.

To support healthy food choices and improve student health and well-being, all foods and beverages outside the reimbursable School meal programs that are sold to students on the School campus during the school day will meet or exceed the USDA Smart Snacks nutrition standards. These standards will apply in all locations and through all services where foods and beverages are sold, which may include, but are not limited to, à la carte options in cafeterias, vending machines, school stores and snack or food carts.

### **Celebrations and Rewards**

All foods offered on the LCPS campus will meet or exceed the USDA Smart Snacks in Charter School nutrition standards, including through:

1. Celebrations and parties. LCPS will provide a list of healthy party ideas to parents and teachers, including non-food celebration ideas.
2. Classroom snacks brought by parents. LCPS will provide to parents a list of foods and beverages that meet Smart Snacks nutrition standards.
3. Rewards and incentives. LCPS will provide teachers and other relevant school staff a list of alternative ways to reward children. Foods and beverages will not be used as a reward, or withheld as punishment for any reason, such as for performance or behavior.

### **Fundraising**

Foods and beverages that meet or exceed the USDA Smart Snacks in Charter Schools nutrition standards may be sold through fundraisers on the LCPS campus during the school day. LCPS will make available to parents and teachers a list of healthy fundraising ideas.

### **Nutrition Promotion**

LCPS will promote healthy food and beverage choices for all students throughout the school campus, as well as encourage participation in school meal programs. This promotion will occur through at least:

- Implementing at least ten evidence-based healthy food promotion techniques through the school meal programs using Smarter Lunchroom techniques described above; and
- Ensuring 100% of foods and beverages promoted to students meet the USDA Smart Snacks in Charter School nutrition standards.

### ***Food and Beverage Marketing in Schools***

Any foods and beverages marketed or promoted to students on the school campus during the school day will meet or exceed the USDA Smart Snacks in School nutrition standards such that only those foods that comply with or exceed those nutrition standards are permitted to be marketed or promoted to students.

As the Chief Executive Officer reviews existing contracts and considers new contracts, equipment and product purchasing (and replacement) decisions should reflect the applicable marketing guidelines established by this Policy.

### **III. Physical Activity**

The Centers for Disease Control (“CDC”) recommends that all children and adolescents participate in a minimum of sixty (60) minutes of physical activity every day. The CDC recommends that aerobic activity make up the bulk of such physical activity, with vigorous-intensity aerobic activity on at least three days per week. The CDC also recommends that physical activity include muscle strengthening activities, such as gymnastics or push-ups, on at least three days per week, and bone strengthening activities like jumping rope or running at least three days per week.

### **IV. Other Activities that Promote Student Wellness**

LCPS will integrate wellness activities across the entire Charter School setting, not just in the cafeteria, other food and beverage venues and physical activity facilities. LCPS will coordinate and integrate other initiatives related to physical activity, physical education, nutrition and other wellness components so all efforts are complementary, not duplicative, and work towards the same set of goals and objectives promoting student well-being, optimal development and strong educational outcomes.

All efforts related to obtaining federal, state or association recognition for efforts, or grants/funding opportunities for healthy school environments will be coordinated with and complementary of this Policy, including but not limited to ensuring the involvement of parents and the community.

All Charter School-sponsored events will adhere to this Policy's wellness guidelines. All Charter School-sponsored wellness events will include physical activity and healthy eating opportunities when appropriate.

***Community Partnerships***

LCPS will develop relationships with community partners (e.g., hospitals, universities/colleges, local businesses, SNAP-Ed providers and coordinators, etc.) in support of this Policy's implementation. Existing and new community partnerships and sponsorships will be evaluated to ensure that they are consistent with this Policy and its goals.



# Cover Sheet

## LCPS Free and Reduced-Priced Meal Policy

**Section:** IV. Board Policies for the 2021-22 School Year  
**Item:** C. LCPS Free and Reduced-Priced Meal Policy  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** LCPS Free and Reduced-Price Meals Policy.docx.pdf



## **Free and Reduced-Priced Meals Policy**

*Adopted XX-XX-2021 (DRAFT UNTIL BOARD APPROVED)*

Lighthouse Community Public Schools ("LCPS" or "Charter Schools") Board of Directors (the "Board") recognizes that adequate nutrition is essential to the development, health, and learning of all students. The Chief Executive Officer or designee shall facilitate and encourage the participation of students from low-income families in the Charter Schools' food service program.

Each LCPS school site shall provide at least one nutritionally adequate meal (breakfast or lunch) each school day, free of charge or at a reduced price, for students whose families meet federal eligibility criteria.

### **Free and Reduced-Price Meals Application and Notification**

The Chief Executive Officer or designee shall ensure that the application form for free and reduced-price meals and related materials include the following statements:

1. Applications for free and reduced-price meals may be submitted at any time during a schoolday.
2. Children participating in the federal National School Lunch Program will not be overtly identified by the use of special tokens, special tickets, special serving lines, separate entrances, separate dining areas, or by any other means.

The application packet shall include the following notifications and information using simple and culturally appropriate language:

1. A notification that if a child qualifies for free school lunches, then the child may qualify for free or reduced-cost health coverage.
2. A request for the applicant's consent for the child to participate in the Medi-Cal program, if eligible for free school lunches, and to have the information on the school lunch application shared with the entity

designated by the State Department of Health Care Services to make an accelerated determination and the local agency that determines eligibility under the Medi-Cal program.

3. A notification that the Charter School will not forward the school lunch application to the entity designated by the State Department of Health Care Services to make an accelerated determination and the local agency that determines eligibility under the Medi-Cal program, without the consent of the child's parent or guardian.
4. A notification that the school lunch application is confidential and, with the exception of forwarding the information for use in health program enrollment upon the consent of the child's parent or guardian, the Charter School will not share the information with any other governmental agency, including the federal Department of Homeland Security and the Social Security Administration.
5. A notification that the school lunch application information will only be used by the entity designated by the State Department of Health Care Services to make an accelerated determination and the state and local agencies that administer the Medi-Cal program for purposes directly related to the administration of the Medi-Cal program and will not be shared with other governmental agencies, including the federal Department of Homeland Security and the Social Security Administration for any purpose other than the administration of the Medi-Cal program.
6. Information regarding the Medi-Cal program, including available services, program requirements, rights and responsibilities, and privacy and confidentiality requirements.

If LCPS elects to post its free and reduced-price meals application online, it will include the following:

1. Include a link to the Internet Web site on which translated applications are posted by the United States Department of Agriculture, with instructions in that language that inform the applicant how to submit the application.
2. Require completion of only those questions necessary for determining eligibility.
3. Include clear instructions for families that are homeless or migrant.
4. Comply with the privacy rights and disclosure protections established by Public Laws 113-79 and 105-277.

5. Include links to all of the following:

- (i) The online application to CalFresh.
- (ii) The online single state application for health care.
- (iii) The Internet Web page maintained by the State Department of Public Health entitled "About WIC and How to Apply," or another Internet Web page identified by the State Department of Public Health that connects families to the Special Supplemental Nutrition Program for Women, Infants and Children.
- (iv) The Internet Web site of a summer lunch program authorized to participate within the city or school district.

Eligibility and ongoing eligibility shall be determined for the free and reduced-price meal program based on the criteria made available by the California Department of Education.

### **Direct Certification**

Although every family should submit an application for free or reduced-price lunch, in certain circumstances, LCPS may be able to determine student eligibility without further application. LCPS shall directly certify as eligible the following students:

1. Any child who is a member of a household receiving assistance under the supplemental nutrition assistance program as eligible for free lunches and/or free breakfasts under the Child Nutrition Act of 1966.
2. Any child who is a member of a household that receives CalWORKs (also known as Temporary Assistance for Needy Families or "TANF") or CalFresh aid.
3. Any child who is a member of a household that receives the assistance of a Food Distribution program on Indian Reservations.
4. Any child identified as a foster, migrant, homeless or runaway youth, as defined by the California Education Code.

It is the policy of the Board that non-paying students shall not be shamed, treated differently, or served a meal that differs from the meal of a paying student. This Policy prohibits the Charter School from disciplining a student which would result in the denial or delay of a nutritionally adequate meal to that student.

## **Unpaid Meals**

LCPS shall notify a parent/guardian of the negative balance of a student's school meal account no later than ten (10) days after the account has reached a negative balance. Before sending this notification to the parent/guardian, LCPS will exhaust all options and methods to directly certify the student for free or reduced-price meals. LCPS shall ensure that a student who is eligible for a reimbursable meal whose parent or guardian has unpaid school meal fees is not denied a reimbursable meal of the student's choice because of the fact that the student's parent or guardian has unpaid meal fees.

In the event that LCPS determines that a student who has accrued a negative balance would have been eligible for free or reduced-price school meals, the Charter School shall credit such balance in accordance with this Policy. LCPS shall reimburse school meal fees paid by a student's parent/guardian in the event that the student is subsequently determined to have qualified for free or reduced-price meals. In the event that LCPS is not able to directly certify the student, LCPS shall provide the parent or guardian with a paper copy of, or an electronic link to, an application with the notification and contact the parent or guardian to encourage application submission.

LCPS will not overtly identify any student with unrecovered or delinquent debt. Should it become necessary that LCPS take action to recover unpaid meal charges, LCPS shall not take any action directed at a student to collect unpaid school meal fees and the cost to recover such debt will not exceed the amount of the debt owed. LCPS may attempt to collect unpaid school meal fees from a parent or guardian, but shall not use a debt collector, as defined in Section 803 of the federal Consumer Credit Protection Act (15 U.S.C. Sec. 1692a). LCPS shall comply with the cost principles set forth in 2 C.F.R. section 200.426 and applicable law. LCPS's collection policies for unpaid meal charges is consistent with LCPS's collection procedures and policies for all debt, and with state agency guidance.

## **Confidentiality/Release of Records**

All applications and records related to eligibility for the free and reduced-price meal program shall be confidential and may not be released except as provided by law and authorized by the Board or pursuant to a court order.

The Board authorizes designated employees to use individual records pertaining to student eligibility for the free and reduced-price meal program for the following purposes:

1. Disaggregation of academic achievement data
2. Identification of students eligible for alternative supports in any school

identified as a Title 1 program improvement school

If a student transfers from the Charter School to another charter school, district, county office of education program, or private school, the Chief Executive Officer or designee may share the student's meal eligibility information to the other educational agency to assist in the continuation of the student's meal benefits.

The Chief Executive Officer or designee may release the name and eligibility status of a student participating in the free or reduced-price meal program to another charter school, school district, or county office of education that is serving a student living in the same household as an enrolled student for purposes related to program eligibility and data used in local control funding formula calculations.

The Chief Executive Officer or designee may release the name and eligibility status of a student participating in the free or reduced-price meal program to the Superintendent of Public Instruction for purposes of determining funding allocations under the local control funding formula and for assessing accountability of that funding.

The Chief Executive Officer or designee may release information on the school lunch program application to the local agency that determines eligibility for participation in the Medi-Cal program if the student has been approved for free meals and if the applicant consents to the sharing of this information.

The Chief Executive Officer or designee may also release information on the school lunch application to the local agency that determines eligibility for CalFresh or to an agency that determines eligibility for nutrition assistance programs if the student has been approved for free or reduced-price meals and if the applicant consents to the sharing of this information.

This information released shall adhere to the following requirements:

1. Individual indicators of participation in a free or reduced-price meal program shall not be maintained in the permanent record of any student, unless otherwise authorized by law.
2. The public release of information regarding individual student participation in a free or reduced-price meal program is not permitted.
3. All other confidentiality requirements imposed by law or regulation are met.



# Cover Sheet

## LCPS Communicable, Contagious, or Infectious Disease Prevention Policy

**Section:** IV. Board Policies for the 2021-22 School Year  
**Item:** D. LCPS Communicable, Contagious, or Infectious Disease Prevention Policy  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** LCPS Communicable Contagious or Infectious Disease Prevention Policy.docx.pdf



## **Communicable, Contagious, or Infectious Disease Prevention Policy**

*Adopted : XX-XX-2021 (DRAFT UNTIL APPROVED)*

Lighthouse Community Public Schools ("LCPS" or the "Charter School") recognizes its shared responsibility with the home and the community to promote appropriate disease prevention procedures in the disinfecting of surfaces within the school facility and the proper handling and the cleaning up of blood and bodily fluids.

LCPS desires to protect the entire school community without segregation, discrimination or stigma. Accordingly, infectious disease prevention shall be taught regardless of whether a student or adult is known to have an identified infectious disease.

All employees shall be provided appropriate periodic instruction in basic procedures recommended by the California Department of Education and other public health agencies and associations.

Incidence and transmission of communicable diseases will be further limited through a rigorous program of immunization and health screening required of all students, faculty, and staff, as per state requirements. Students found to have communicable diseases will be included in all activities deemed by a physician to present no hazard of infection to other students.

### **Immunizations**

All enrolled students and staff will be required to provide records documenting immunizations as is required at public schools pursuant to Health and Safety Code Sections 120325-120375, and Title 17, California Code of Regulations Sections 6000-6075.

The school shall not unconditionally admit any pupil unless, prior to his or her first admission to the school, he or she has been fully immunized. This section does not apply to a pupil in a home-based independent study program pursuant to Article 5.5 (commencing with Section 51745) of Chapter 5 of Part 28 of the Education Code and does not receive classroom-based instruction. All rising 7<sup>th</sup> grade students must meet state mandated immunization requirements. (See "Immunization Policy")

### **Science Laboratory Instruction**

Students involved in science laboratory experiences shall be protected from contamination from bodily fluids of other persons and from contaminated instruments. Whenever possible, laboratory experiences involving bodily fluids will be conducted by

way of teacher demonstration rather than by student participation.

**Workplace Illness, Injuries and Accidents**

LCPS shall strictly comply with its Exposure Control Plan for Infectious Diseases and Bloodborne Pathogens (“Exposure Control Plan”) to reduce the spread of infectious diseases in the workplace. Whenever exposed to blood or other bodily fluids through injury or accident, students and staff should follow the latest medical protocol for disinfecting procedures.as further outlined in the Exposure Control Plan.

# Cover Sheet

## LCPS Student Technology Policy and Acceptable Use Agreement

**Section:** IV. Board Policies for the 2021-22 School Year  
**Item:** E. LCPS Student Technology Policy and Acceptable Use Agreement  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** LCPS Student Technology Policy and Acceptable Use Agreement.docx.pdf



## **Student Use of Technology**

*Adopted XX-XX-2021 (DRAFT UNTIL BOARD APPROVED)*

The Board of Directors of Lighthouse Community Public Schools ("LCPS" or the "Charter School") finds that new technologies are modifying the way in which information may be accessed, communicated and transferred. Those changes also alter instruction and student learning. LCPS offers students access to technologies that may include Internet access, electronic mail, and equipment, such as computers, tablets, or other multimedia hardware. By its adoption of this Policy, the Board intends that technological resources provided by LCPS be used in a safe, responsible, and proper manner in support of the instructional program and for the advancement of student learning.

### **Definitions**

- *"Educational purpose"* means classroom activities, research in academic subjects, career or professional development activities, Charter School approved personal research activities, or other purposes as defined by LCPS from time to time.
- *"Inappropriate use"* means a use that is inconsistent with an educational purpose or that is in clear violation of this Policy and the Acceptable Use Agreement.

### **Approved Use of Charter School Technology**

Use of Charter School equipment and access to the Internet via Charter School equipment and resource networks is intended to serve and pursue educational goals and purposes. Student use of the Internet is therefore limited to only those activities that further or enhance the delivery of an educational purpose. Students and staff have a duty to use Charter School resources only in a manner specified in the Policy.

### **Notice and Acceptable Use Agreement**

LCPS shall notify students and parents/guardians about authorized uses of Charter School computers, user obligations and responsibilities, and consequences for unauthorized use and/or unlawful activities.

Before a student is authorized to use LCPS's technological resources, the student and the student's parent/guardian shall sign and return the Acceptable Use Agreement specifying user obligations and responsibilities. In that agreement, the student and the student's parent/guardian shall agree not to hold LCPS or any Charter School staff responsible for the failure of any technology protection measures, violations of copyright restrictions, or user mistakes or negligence. They shall also agree to indemnify and hold harmless LCPS and Charter School personnel for any damages or costs incurred.

### **Safety**

LCPS shall ensure that all Charter School computers with Internet access have a technology protection measure that blocks or filters Internet access to websites that have no educational purpose and/or contain visual depictions that are obscene, constitute child pornography, or that are harmful to minors. While LCPS is able exercise reasonable control over content created and purchased by LCPS, it has limited control over content accessed via the internet and no filtering system is 100% effective. Neither LCPS nor its staff shall be responsible for the failure of any technology protection measures, violations of copyright restrictions, or user mistakes, misuse or negligence.

To reinforce these measures, the Chief Executive Officer or designee shall implement rules and procedures designed to restrict students' access to harmful or inappropriate matter on the Internet and to ensure that students do not engage in unauthorized or unlawful online activities. Staff shall monitor students while they are using LCPS computers, laptops, or tablets to access the internet or online services on an LCPS campus and may have teacher aides, student aides, and volunteers assist in this monitoring. Should students use LCPS computers, laptops, or tablets to access the internet during LCPS field trips, staff shall also monitor students. Parents/guardians are required to supervise and monitor their child's use of LCPS equipment including but not limited to their child's access to the internet and any online services through such equipment any and all times during which any Charter School equipment is being used by their child outside school facilities or school hours to ensure compliance with this policy.

The Chief Executive Officer or designee also shall establish regulations to address the safety and security of students and student information when using email, chat rooms, and other forms of direct electronic communication.

The Chief Executive Officer or designees shall provide age-appropriate instruction regarding safe and appropriate behavior on social networking sites, chat rooms,



and other Internet services. Such instruction shall include, but not be limited to, maintaining the student's online reputation and ensuring their personal safety by keeping their personal information private, the dangers of posting personal information online, misrepresentation by online predators, how to report inappropriate or offensive content or threats, behaviors that constitute cyberbullying, and how to respond when subjected to cyberbullying.<sup>1</sup> Students are expected to follow safe practices when using Charter School technology.

LCPS advises students:

1. To never share passwords, personal data, or private photos online.

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<sup>1</sup> "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a pupil or group of pupils, directed toward one or more pupils that has or can be reasonably predicted to have one or more of the following effects:

- Placing a reasonable pupil or pupils in fear of harm to that pupil's or those pupil's person or property.
- Causing a reasonable pupil to experience a substantially detrimental effect on his or her physical or mental health.
- Causing a reasonable pupil to experience substantial interference with his or her academic performance.
- Causing a reasonable pupil to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the school.

As used in connection with "bullying," an "electronic act" means the creation or transmission originated on or off the schoolsite, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

- A message, text, sound, video, or image.
- A post on a social network Internet Web site, including, but not limited to:
  - Posting to or creating a "burn page" (i.e., an Internet Web site created for the purpose of bullying).
  - Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects of bullying. To create a "credible impersonation" means to (knowingly and without consent) impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
  - Creating a false profile for the purpose of having one or more of the effects of bullying. A "false profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
- An act of cyber sexual bullying. The term "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects of bullying. A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act. The term "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

2. To think about what they are doing carefully before posting and by emphasizing that comments cannot be retracted once they are posted.
3. That personal information revealed on social media can be shared with anyone including parents, teachers, administrators, and potential employers. Students should never reveal information that would make them uncomfortable if the world had access to it.
4. To consider how it would feel receiving such comments before making comments about others online.

Students shall not use the Internet to perform any illegal act or to help others perform illegal acts. Illegal acts include, but are not limited to, any activities in violation of local, state, and federal law and/or accessing information designed to further criminal or dangerous activities. Such information includes, but is not limited to, information that if acted upon could cause damage, present a danger, or cause disruption to LCPS, other students, or the community. Damaging, debilitating or disabling computers, computer networks or systems through the intentional or overuse of electronic distribution or the spreading of computer viruses or other harmful programs shall be prohibited. Any unauthorized online access to other computers by means of hacking into other computers, downloading hacker tools such as port scanners and password crackers designed to evade restrictions shall also be strictly prohibited.

Student use of Charter School computers to access social networking sites is not prohibited, but access is limited to educational purposes only. To the extent possible, the Chief Executive Officer or designee shall block access to such sites on Charter School computers with Internet access.

The Chief Executive Officer or designee shall oversee the maintenance of LCPS's technological resources and may establish guidelines and limits on their use.

All employees shall receive a copy of this policy and the accompanying Acceptable Use Agreement describing expectations for appropriate use of the system and shall also be provided with information about the role of staff in supervising student use of technological resources. All employees shall comply with this policy and the Acceptable Use Agreement, in addition to any separate policies governing employee use of technology.

Student use of Charter School's computers, networks, and Internet services is a privilege, not a right. Compliance with LCPS's policies and rules concerning computer use is mandatory. Students who violate these policies and rules may have their computer privileges limited and may be subject to discipline, including but not limited to suspension or expulsion per school policy.

## ACCEPTABLE USE AGREEMENT

LCPS believes that providing access to technology enhances the educational experience for students. However, student use of Charter School computers, networks, and Internet services is a privilege, not a right. To make that experience successful for everyone, students must abide by the following terms and conditions:

1. **Security.** Students shall not impair the security of Charter School technology resources. Students are expected to:
  - a. Safeguard all personal passwords. Students should not share passwords with others and should change passwords frequently. Students are expected to notify an administrator immediately if they believe their student account has been compromised.
  - b. Access technology only with their account or with a shared account as directed by their teacher and not to allow others to use their account or to use the accounts of others, with or without the account owner's authorization.
2. **Authorized Use.** Students may use Charter School technology resources when directed by a teacher, when technology has been designated for open student use (e.g., computers in the library), and for other educational purposes.
3. **Protection Measures.** While LCPS is able to exercise reasonable control over content created and purchased by LCPS, it has limited control over content accessed via the internet and no filtering system is 100% effective. Neither LCPS nor its staff, employees, officers, directors or volunteers shall be responsible for the failure of any technology protection measures, violations of copyright restrictions, or user mistakes, misuse or negligence. The student and parent/guardian agree not to hold LCPS or any Charter School staff, employees, officers, directors or volunteers responsible for the failure of any technology protection measures, violations of copyright restrictions, or user mistakes, misuse or negligence. They also agree to indemnify and hold harmless LCPS, Charter School staff, employees, officers, directors and volunteers for any damages or costs incurred. Parents/guardians are required to supervise and monitor their child's use of LCPS equipment including but not limited to their child's access to the internet and any online services through such equipment any and all times during which any LCPS equipment is being used by their child outside school facilities or school hours to ensure compliance with this policy.
4. **Inappropriate Use.** Charter School technology, hardware, software and bandwidth are shared and limited resources and all users have an obligation to use those resources responsibly. Students are provided access to LCPS technology primarily for educational purposes. Students shall not use Charter School technology or equipment for personal activities or for

activities that violate Charter School policy or local law. These include but are not limited to:

- a. Playing games or online gaming.
  - b. Downloading software, music, movies or other content in violation of licensing requirements, copyright or other intellectual property rights.
  - c. Installing software on Charter School equipment without the permission of a teacher or other authorized Charter School staff person.
  - d. Downloading, viewing or sharing inappropriate content, including pornographic, defamatory or otherwise offensive material.
  - e. Conducting any activity that is in violation of Charter School policy, the student code of conduct or local, state or federal law.
  - f. Engaging in any activity that is harmful to other student(s), including the use of technology to harass, intimidate, bully or otherwise disrupt the educational process.
  - g. Conducting for-profit business.
  - h. Using hacking tools on the network or intentionally introducing malicious code or viruses into LCPS's network.
  - i. Using any software or proxy service to obscure either the student's IP address or the sites that the student visits.
  - j. Disabling, bypassing, or attempting to disable or bypass any system monitoring, filtering or other security measures.
  - k. Accessing or attempting to access material or systems on the network that the student is not authorized to access.
- 5. No Expectation of Privacy.** Student acknowledges that computer equipment, Internet access networks, email accounts, and any other technology resources are owned by Charter School and provided to students for educational purposes. LCPS may require staff to monitor and supervise all access to computer equipment, Internet access networks, and email accounts. To facilitate monitoring of activities, computer screens may be positioned so that they are visible to the staff member supervising the students. LCPS reserves the right to access stored computer records and communications, files, and other data stored on Charter School equipment or sent over Charter School networks. Such communications, files, and data are not private and may be accessed during routine system maintenance; during inspection of Charter School equipment at the end of the school year/term or agree to use period; and review of individual files or monitoring of individual activity when there is a reasonable suspicion that the student is engaging in an inappropriate use.
- 6. Use of applications and educational technology products.** At LCPS, students use a variety of educational technology products and applications as a vital part of our educational program. LCPS will not ask for consent from parents/guardians to have students use approved technology products and applications. Any approved application has been reviewed to ensure that it meets student safety and privacy requirements.

7. **Disruptive Activity.** Students should not intentionally interfere with the performance of LCPS's network or intentionally damage any Charter School technology resources.
8. **Unauthorized Networks.** Students may not create unauthorized wireless networks to access LCPS's network. This includes establishing wireless access points, wireless routers and open networks on personal devices.
9. **Consequences of Inappropriate Use.** Students who violate this Agreement will be subject to discipline, which may include loss of access to Charter School technology resources and/or other appropriate disciplinary or legal action in accordance with the Student Code of Conduct and applicable laws.
10. **Technology Systems/Equipment Care.** Students are not permitted to have food or drink near computers/other technology and must keep equipment and assigned areas free of vandalism.

After reading the Student Use of Technology Policy and the Acceptable Use Agreement, please complete this form to indicate that you agree with the terms and conditions provided. The signature of both the student and parent/guardian are mandatory before access may be granted to the technologies available. This document, which incorporates the Use Procedure, reflects the entire agreement and understanding of all parties. LCPS encourages parents/guardians to discuss this Policy with their children to ensure their children understand and comply with this Policy.

**As a user of Charter School technologies, I have read Student Use of Technology Policy and hereby agree to comply with it and the Acceptable Use Agreement.**

I understand that computer use is a privilege and not a right. I understand that students who violate this policy in any way will be subject to a referral and possible suspension or expulsion. I understand that if a student willfully damages LCPS's property, including but not limited to LCPS's technology, equipment and networks, or fails to return LCPS's property that has been loaned to the student, the student's parents/guardians are liable for all damages caused by the student's misconduct up to an amount not to exceed ten thousand dollars (\$10,000), adjusted annually for inflation. After notifying the student's parent or guardian in writing of the student's alleged misconduct and affording the student due process, LCPS may withhold the student's grades, transcripts, and diploma until the damages have been paid or the property has been returned. If the student and the student's parent/guardian are unable to pay for the damages or to return the property, LCPS will provide a program of voluntary work for the minor in lieu of the payment of monetary damages. Upon completion of the voluntary work, the student's grades, transcripts and diploma will be released. A student over the age of majority shall be liable for the same. (Ed. Code § 48904).

Student Name (please print): \_\_\_\_\_ Grade: \_\_\_\_\_

Student Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Guardian Name (Please Print): \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ **For School Employees Only** \_\_\_\_\_

I have read, understand and agree to abide by the Student Use of Technology Policy and the Acceptable Use Agreement. I understand that LCPS's policies, procedures, rules, and regulations which apply to students also apply to me as an adult user of LCPS's technology, in addition to any separate policies governing employee use of technology.

Employee Signature: \_\_\_\_\_

Employee Name (Please Print) \_\_\_\_\_