

Blue Oak Charter School
450 W. East Avenue, Chico, CA 95926
CHARTER COUNCIL
REGULAR MEETING

Join Zoom Meeting

<https://us02web.zoom.us/j/6996112789?pwd=Z3FLM0FpUHgwb2xMcZJoaENVZUNmZz09>

Meeting ID: 699 611 2789

Passcode: 503001

Tuesday, August 25, 2020 - 6 pm

Vision: To be a model for successful education of the whole child.

Mission: To nurture and deepen each child's academic and creative capacities using methods inspired by Waldorf education in a public school setting.

LCAP Goal Summary: Build the parent community, support success for all students, and prepare students for high school

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The Blue Oak Charter Council reserves the right to take action on any item on the agenda.

AGENDA

OPEN SESSION - 6 PM

1. OPENING - 5 Minutes

1.1. Call Meeting to Order

1.2. Roll Call of Council Members and Establish Quorum

1.3. Invocation - School Verse Read

"This is our school, May peace dwell here, May the rooms be full of contentment. May love abide here, Love of one another, Love of our school, Love of life itself. Let us remember that as many hands build a house, So many hearts build a school."

1.4. Agenda Modifications

1.5. Audience to Address the Council

This is an opportunity for members of the community to address the committee concerning items not on the agenda. Persons addressing the Committee will be allowed a maximum of three (3) minutes for their presentation. The chair may establish a maximum speaking time for any item.

Persons may not yield their time to another speaker (Gov. Code § 54954.3)

2. CONSENT AGENDA - 10 Minutes

2.1. Approve Minutes from July 21, 2020 and July 24, 2020

2.2. Charter Impact Monthly Report

Jim Weber, Charter Impact

2.2.1. Attendance and Enrollment

2.2.2. Cash Flow

- 2.2.3. Balance Sheet Detail
- 2.2.4. Warrants/Aged Payable
- 2.2.5. Point of Sale Transactions/Check Register
- 2.2.6. Actual to Budget Summary (*part of the Financial Forecast in the Charter Impact Report*)
- 2.3. Accept Employee Resignations
- 2.4. Approve Employment Offers of Employment
 - 2.4.1. Nick Games Teacher
 - 2.4.2. Katie Macheck, 2nd Grade Teacher
- 2.5. Donations
- 2.6. 2020/21 budget updated for final state budget revised
- 2.7. Spring 2020 Consolidated Application for federal funding

3. GOVERNANCE - 15 minutes

- 3.1. Elect New Corporate Officers: Chair, Co-Chair, Clerk, President, and Secretary
- 3.2. Establish regular meetings for the 2020-2021 school year
- 3.3. Establish Retreat
 - 3.3.1. Training
 - 3.3.1.1. Brown Act
 - 3.3.1.2. Fiscal
 - 3.3.2. Strategic Plan Review
- 3.4. Finance Committee Chelsea Parker
- 3.5. Policy Review Susan Domenighini
 - 3.5.1. Suicide Policy
- 3.6. Contracts
 - 3.6.1. COVID CLM 87789-Blue Oak Charter School-Ed Agreement-VL-072820
 - 3.6.2. Occupational Therapy
 - 3.6.3. Nurse
 - 3.6.4. Educationally Related Mental Health Services (EHRMS)
 - 3.6.5. School Psychologist
- 3.7. Unaudited Actuals Report for 2019/20
- 3.8. Education Protection Account final expenditures for 2019/20

4. FACULTY

- 4.1. Grade Level Report

5. ADMINISTRATION - 30 Minutes

- 5.1. Executive Director's Report Susan Domenighini
 - 5.1.1. Elementary School Waiver
 - 5.1.1.1. Butte County Public Health
 - 5.1.1.2. CDPH Reopening Framework
 - 5.1.1.3. Butte County Public Health Waiver
 - 5.1.2. Learning Continuity and Attendance Plan
 - 5.1.3. School Plan for Student Achievement

6. Closed Session

- 6.1. Public Employee Performance Evaluation (§ 54957) Title: Executive Director

7. NEXT MEETING - Tuesday, September 15, 2020

ADJOURNMENT

Blue Oak Charter School
450 W. East Avenue, Chico, CA 95926
CHARTER COUNCIL
REGULAR MEETING
Join Zoom Meeting
<https://bcoe.zoom.us/j/92882244643>
Meeting ID: 928 8224 4643

MINUTES

Tuesday, July 21, 2020 - 6 pm

Vision: To be a model for successful education of the whole child.

Mission: To nurture and deepen each child's academic and creative capacities using methods inspired by Waldorf education in a public school setting.

LCAP Goal Summary: Build the parent community, support success for all students, and prepare students for high school

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AGENDA

OPEN SESSION - 6 PM

1. OPENING - 5 Minutes

1.1. Call Meeting to Order

- Monica McDaniel called the meeting to order at 6:06 PM.

1.2. Roll Call of Council Members and Establish Quorum

- Present: Monica McDaniel, Chelsea Parker, Laura Swanson, Trisha Atehortua, Vicki Wonacott
- Absent: Laurel Hill-Ward

1.3. Invocation - School Verse Read

"This is our school, May peace dwell here, May the rooms be full of contentment. May love abide here, Love of one another, Love of our school, Love of life itself. Let us remember that as many hands build a house, So many hearts build a school."

- Chelsea Parker read the school verse.

1.4. Agenda Modifications

- No agenda modifications.

1.5. Audience to Address the Council

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- No audience to address the council.

2. CONSENT AGENDA - 10 Minutes

2.1. Approve Minutes from June 16, 2020 and June 29, 2020

2.2. Charter Impact Monthly Report

Jim Weber, Charter Impact

2.2.1. Attendance and Enrollment

2.2.2. Cash Flow

2.2.3. Balance Sheet Detail

2.2.4. Warrants/Aged Payable

2.2.5. Point of Sale Transactions/Check Register

2.2.6. Actual to Budget Summary (*part of the Financial Forecast in the Charter Impact Report*)

2.3. Approve Employment for Classified Employee for 2020-2021

2.4. Accept Employee Resignations

- Chelsea Parker made a motion to approve the consent agenda. Vicki Wonacott seconds.
- No discussion.
- Vote.

Name	Yes	No	Abstain	Absent
Monica McDaniel			X	
Chelsea Parker	X			
Trisha Atehortua	X			
Laura Swanson	X			
Vicki Wonacott	X			
Laurel Hill-Ward				X

- Vote passes.

3. GOVERNANCE - 15 minutes

3.1. Finance Committee

- Chelsea Parker spoke to the work the Finance Committee has been doing. Charter Impact has made recommendations for submitting a budget for this year and to let CUSD know that future years are unsure and currently show a deficit. The school is usually expected to have a three to five year plan, but at this time with so much uncertainty the budget will only be projected one year at a time.

3.2. Policy Review

Susan Domenighini

3.2.1. Suicide Policy

- This is the Charter Councils first look at a Suicide Policy. Having a Suicide Prevention Policy is a requirement for the school. It was brought up that the policy spoke to reducing the stigma surrounding suicide and it was asked how this might be accomplished. It was brought up that increased education would most likely be a way to reduce the stigma. More information will be sought by the Executive Director, Susan Domenighini.

3.3. Anti-racism Resolution

- A group of parents, staff members and administration have been meeting weekly to address the anti-racism resolution. The language of the resolution was adopted from a resolution written by the Butte County Office of Education.
- Monica McDonald made a motion to accept the Anti-racism resolution. Trisha Atehortua seconds.
- No discussion.
- Vote.

Name	Yes	No	Abstain	Absent
Monica McDaniel	X			
Chelsea Parker			X	
Trisha Atehortua	X			
Laura Swanson	X			
Vicki Wonacott	X			
Laurel Hill-Ward				X

- Vote passes.
- 3.4. AB 218 Revived Liability Funding Plan Update**
- No action needed on this item. Susan Domenighini spoke to this item and explained its importance to the Charter Council.
- 3.5. Contracts**
- A contract for School Psychologist service was presented. The school is looking at contracting a School Psychologist from STREAM Charter School. It was asked if this position will be a payroll employee or an independent contract? It was communicated that this will be an independent contractor.
- Chelsea Parker made a motion to adopt the MOU contract with STREAM Charter School for a School Psychologist. Trisha Atehortua seconds.
- No discussion.
- Vote.

Name	Yes	No	Abstain	Absent
Monica McDaniel			X	
Chelsea Parker	X			
Trisha Atehortua	X			
Laura Swanson	X			
Vicki Wonacott	X			
Laurel Hill-Ward				X

- Vote passes.

3.6. Executive Director Review Form & Process

L. Swanson

- Laura Swanson spoke to the new form and process.
- Trisha Atehortua made a motion to approve the Executive Director Review Form and Process. Laura Swanson seconds.
- No discussion.
- Vote.

Name	Yes	No	Abstain	Absent
Monica McDaniel			X	
Chelsea Parker	X			
Trisha Atehortua	X			
Laura Swanson	X			
Vicki Wonacott	X			
Laurel Hill-Ward				X

- Vote passes.

3.7. Board Membership Application

3.7.1. Monica McDaniel Community Member

- Monica McDaniel has been a parent representative. Her child is leaving the school this year so she will no longer qualify as a parent representative. She is offering to complete our last position as a community member. She has put in her application to be a community member for the 20/21 school year. This will allow her to continue on the board. She will need to be approved by the Charter Council.
- Chelsea Parker made a motion to accept Monica McDaniel as a community member to the Charter Council for the 20/21 school year. Trisha Atehortua seconds.
- No discussion.
- Vote.

Name	Yes	No	Abstain	Absent
Monica McDaniel			X	
Chelsea Parker	X			
Trisha Atehortua	X			
Laura Swanson	X			
Vicki Wonacott	X			
Laurel Hill-Ward				X

- Vote passes.

4. FACULTY

4.1. Grade Level Report

- Brianna Lee spoke to the grade level report. She shared the work that is being done in weekly Town Hall and staff meetings to work on planning for the fall and what school will look like.

5. ADMINISTRATION - 30 Minutes

5.1. Executive Director's Report

Susan Domenighini

- Susan Domenighini spoke to an error that was corrected on the certificated pay scale and to the raises that have been offered to the two managerial staff members, Assistant School Director, Rachel Ceja and Campus Manager, Buck Ernest.

5.1.1. Strategic Plan

- A plan is being developed and there are hopes to roll it out in September regarding marketing and the fundraising challenges during COVID-19.

5.1.2. COVID-19

5.1.2.1. Discussion of Current status on reopening

- Susan Domenighini spoke to the Town hall meetings and staff meetings that have been happening weekly. Safety protocols and precautionary measures have been discussed. The Butte County Health Department has communicated to county schools that the county has been warned that it is close to being put on the Governor's watch list. If Butte County goes on the Governor's watch list then all county schools will have to open with distance learning. Different options and platforms were discussed as possibilities for distance education. State, national and global Waldorf resources for distance learning were discussed. The desire to offer the option of either online learning or in person learning was discussed, along with the need to give teachers appropriate time to plan.
- Susan Domenighini requested a Special Charter Council meeting for Friday, July 24, for the Charter Council to discuss the schools plan for opening in August. The Charter Council discussed their availability and it was decided that a meeting would be most appropriate for all on Friday, July 24 at 1PM or 2PM.

5.1.3 Outreach Plan

- Susan Domenighini spoke to this as part of the Strategic Plan. Monica McDaniel added that publicizing the schools plan may be a form of outreach to attract new students.

6. CLOSED SESSION - 15 minutes

6.1. Public Employee Performance Evaluation (§ 54957) Title: Executive Director

- The Charter Council reported out from the closed session. They discussed and compiled notes regarding the Executive Directors review. They will present the Executive Director review Susan Domenighini during a closed session at the next Charter Council Meeting.

7. NEXT MEETING - ~~Tuesday, August 18, 2020~~

SPECIAL CHARTER COUNCIL MEETING Friday, July 24, 2020

ADJOURNMENT

- Monica McDaniels adjourned the meeting at 9:17 PM.

Minutes taken by: Tess Slaton

Approved by : _____ Date: _____

Blue Oak Charter School
450 W. East Avenue, Chico, CA 95926
CHARTER COUNCIL
SPECIAL MEETING

Join Zoom Meeting

<https://us02web.zoom.us/j/8393477628?pwd=dzRqRjkxOXJER2F5MzZKdnFzNmRnQT092>

Meeting ID: 839 3477 6282

Passcode: 6gGHLf

Tuesday, July 24, 2020 - 1 pm

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AGENDA

OPEN SESSION - 1 PM

1. OPENING - 5 Minutes

1.1. Call Meeting to Order

Monica McDaniel opened the meeting at 1:20.

1.2. Roll Call of Council Members and Establish Quorum

Present: Monica McDaniel, Chelsea Parker, Vicki Wonacott, Trisha Atehortua, Laura Swanson. Absent: Laurel Hill-Ward. Quorum established.

1.3. Invocation - School Verse Read

"This is our school, May peace dwell here, May the rooms be full of contentment. May love abide here, Love of one another, Love of our school, Love of life itself. Let us remember that as many hands build a house, So many hearts build a school."

1.4. Agenda Modifications

No modifications

1.5. Audience to Address the Council

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Questions regarding safe reopening of an on-site program and concerns about the open 2nd grade teaching position were shared.

2. GOVERNANCE - 30 minutes

2.1. Reopening Plan

Susan Domenighini

2.1.1. Distance Learning

Discussion and decision concerning COVID 19 plans.

Susan Domenighini shared the current status of the COVID 19 plan including input from All Staff and Town Hall meetings.

The Charter Council considered reopening options. Butte County was placed on the state watch list, therefore a full onsite program was not considered.

Options discussed included:

- *Distance Learning through the first nine weeks of school*
- *Distance Learning through the end on December*
- *Distance Learning through the end of the semester*
 - *Changing the semester to close in December was discussed*
- *Limited reopening when allowed by the state*

Chelsea Parker shared a list of questions concerning an on-site program. Many of them were discussed and reviewed by Susan Domenighini. Chelsea Parker asked that they be further addressed in the reopening plan.

Trisha Atehortua left the meeting at approximately 3pm

Chelsea Parker a motion that Blue Oak will implement Distance learning through the end of the semester, reviewing for on site small groups in September to be implemented at the 9 week mark if allowed by the state. Laura Swanson seconded.

Name	Yes	No	Abstain	Absent
Monica McDaniel	X			
Chelsea Parker	X			
Trisha Atehortua				X
Laura Swanson	X			
Vicki Wonacott	X			
Laurel Hill-Ward				X

3. CLOSED SESSION - 40 minutes

3.1. Public Employee Performance Evaluation (§ 54957) Title: Executive Director

3.2. Report out from Closed Session

The Charter Council completed the Executive Director's evaluation and continued the contract for an additional year. Further discussion concerning goals will take place at the next regular meeting.

4. NEXT MEETING - Tuesday, August 25, 2020

ADJOURNMENT

Minutes taken by: Susan Domenighini

Approved by : _____ Date: _____

Blue Oak Charter School

Monthly Financial Presentation – July 2020

July Highlights

Highlights

- Updated forecast includes restored LCFF funding, LLMF award and anticipated LLMF expenses.
- Restored LCFF and LLMF increase revenue above original budget **+\$635K**.
- Expenses forecast above original budget **(\$124K)**.
- Initial forecast surplus **+\$104K**, with more info required from Learning Continuity Plan.
- Cash ended month **\$318K**, utilizing PPP loan to cover payroll during funding delay.
- State payment deferrals and ongoing economic uncertainty influence 2020/21 planning.

Compliance and Reporting

- Revised 2020/21 budget is presented for approval, updated for final state budget.
- ConApp for 2020/21 federal funding is presented for approval.
- Quarterly grant reporting was completed during July.
- Unaudited Actuals Report for 2019/20 will be presented to Board in August.
- Learning Continuity and Attendance Plan will replace LCAP during 2020/21, due Sep 30th.

Enrollment and Revenues

- 2020/21 funding is based on 2019/20 P-2 ADA (293.37), no ADA will be reported for 2020/21.
- 2020/21 CALPADS data will update rolling UPP for 2020/21, current forecast 58% (3 yr).

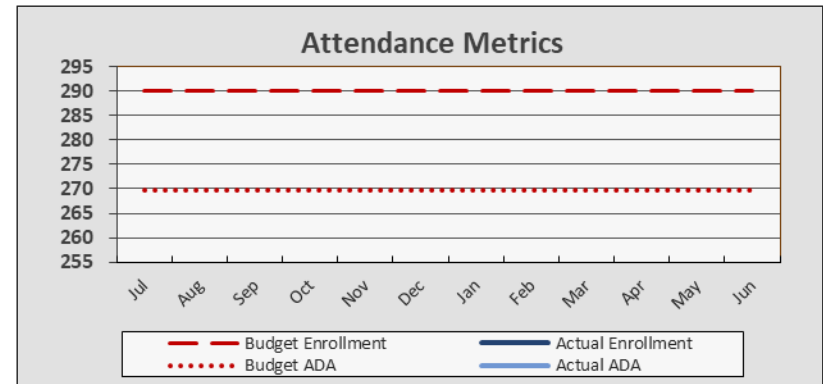
Attendance Data and Metrics



Enrollment and Per Pupil Data

Enrollment & Per Pupil Data			
	<u>Actual</u>	<u>Forecast</u>	<u>Budget</u>
Average Enrollment	n/a	290	290
ADA	n/a	293	270
Attendance Rate	n/a	101.2%	93.0%
Unduplicated %	58.0%	58.0%	58.0%
Revenue per ADA		\$12,570	\$11,320
Expenses per ADA		\$12,216	\$12,827

Attendance Metrics



2020/21 funding is based on 2019/20 P-2 ADA (293.37), no ADA will be reported for 2020/21.

Revenue

- **July Updates**
 - Revenues update – LCFF funded at 2019/20 ADA and rate, +\$415K.
 - Learning Loss Mitigation Funds –\$170K federal and \$23K state funds awarded for use by Dec 2020.

Revenue

	<i>Year-to-Date</i>		
	Actual	Budget	Fav/(Unf)
State Aid-Rev Limit	\$ -	\$ -	\$ -
Federal Revenue	-	-	-
Other State Revenue	-	-	-
Other Local Revenue	7,838	8,892	(1,054)
Total Revenue	\$ 7,838	\$ 8,892	\$ (1,054)

	<i>Annual/Full Year</i>		
	Forecast	Budget	Fav/(Unf)
State Aid-Rev Limit	\$ 2,678,690	\$ 2,263,433	\$ 415,257
Federal Revenue	372,705	201,606	171,099
Other State Revenue	414,765	364,166	50,598
Other Local Revenue	221,543	223,843	(2,300)
Total Revenue	\$ 3,687,703	\$ 3,053,049	\$ 634,654

Expenses

- July Updates
 - Expenses update – Expense forecast increased **(\$124K)** anticipating LLMF expenses for equipment.

Expenses

Year-to-Date					
Actual		Budget		Fav/(Unf)	
\$	105,924	\$	132,308	\$	26,384
	9,011		10,379		1,368
	35,683		37,290		1,607
	129		6,075		5,946
	-		-		-
	7,908		11,052		3,144
	50,262		50,600		338
	5,730		7,455		1,725
	1,619		1,619		0
	451		-		(451)
\$	216,717	\$	256,778	\$	40,061

Annual/Full Year		
Forecast	Budget	Fav/(Unf)
\$ 1,419,071	\$ 1,428,037	\$ 8,966
397,608	399,225	1,616
501,771	499,280	(2,491)
197,587	80,500	(117,087)
129,620	129,620	-
134,421	136,621	2,200
611,349	607,204	(4,145)
172,488	159,442	(13,046)
19,426	19,426	0
451	-	(451)
\$ 3,583,794	\$ 3,459,355	\$ (124,438)

Surplus / (Deficit) & Fund Balance

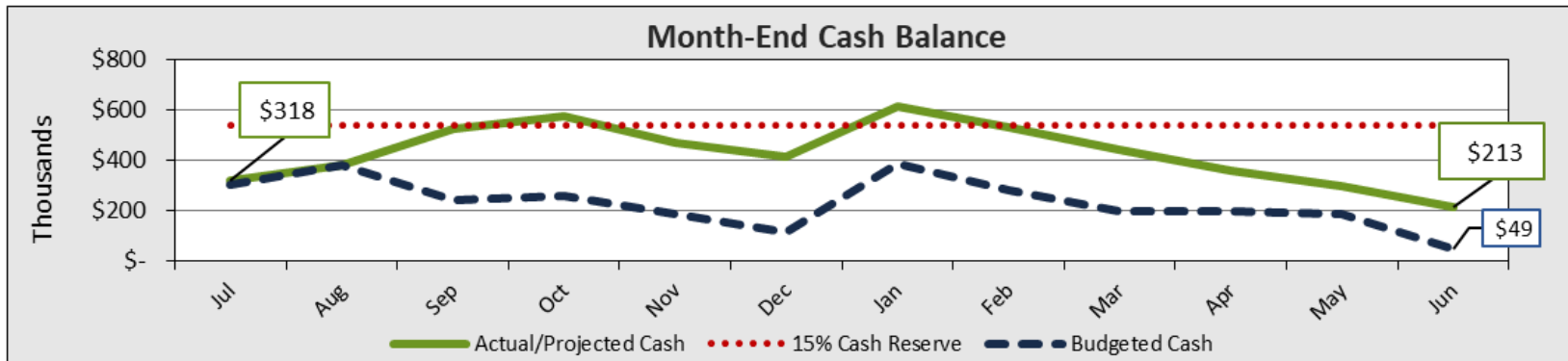
- Current early forecast surplus **+\$104K**.
- Fund balance forecast **\$633K**, 18%, 65 days expenses.
- Deferred funding reduces fund balance available as cash reserves.

	<i>Year-to-Date</i>		
	Actual	Budget	Fav/(Unf)
Total Surplus(Deficit)	\$ (208,879)	\$ (247,886)	\$ 39,007
Beginning Fund Balance	<u>529,439</u>	<u>529,439</u>	
Ending Fund Balance	<u>\$ 320,560</u>	<u>\$ 281,553</u>	
<i>As a % of Annual Expenses</i>	<i>8.9%</i>	<i>8.1%</i>	

	<i>Annual/Full Year</i>		
	Forecast	Budget	Fav/(Unf)
	\$ 103,909	\$ (406,306)	\$ 510,216
	<u>529,439</u>	<u>529,439</u>	
	<u>\$ 633,348</u>	<u>\$ 123,132</u>	
	<i>17.7%</i>	<i>3.6%</i>	

Cash Balance

- Current cash is \$318K, including PPP loan and excluding \$619K outstanding AR.
- Paycheck Protection Program loan received, \$529,920, to ensure school meets payroll and rent.
- PPP loan is potentially forgivable after twenty-four-week period.
- State payment deferrals and ongoing economic uncertainty influence 2020/21 planning.
- Management and Charter Impact are monitoring activities to ensure adequate cash availability.



Compliance Deadlines (next 60 days)



Area	Due Date	Description	Completed By	Board Must Approve	Signature Required	Additional Information
FINANCE	Aug-17	Complete Consolidated Application reporting - Spring - The Consolidated Application (ConApp) is used by the California Department of Education (CDE) to distribute categorical funds from various state and federal programs to county offices, school districts, and direct-funded charter schools throughout California. Annually, in June, each local educational agency (LEA) submits the spring release of the application to document participation in these programs and provide assurances that the district will comply with the legal requirements of each program. The 2020 Spring Application release was delayed until July 6th with an August 17th due date.	Charter Impact with BOCS support	Yes	No	https://www.cde.ca.gov/fg/aa/co/index.asp
FINANCE	Aug-28	Mandate Block Grant Application - Mandate Block Grant funding is available to fund the costs of mandated programs and activities. The Mandate Block Grant application is the only option for charter schools to receive this funding. (2020/21 funding per PY ADA K-8 \$16.86, 9-12 \$46.87).	Charter Impact	No	No	https://www.cde.ca.gov/fg/aa/ca/mandatebg.asp
DATA TEAM	Aug-28	CALPADS EOY 1, 2, 3 and 4 Amendment Window Deadline - Course completion data for grades 7-12, CTE participants, concentrators, completers, program eligibility/participation, homeless student counts, student discipline, cumulative enrollment and student absence data must be submitted to CDE by 8/28/2020.	BOCS	No	No	https://www.cde.ca.gov/ds/sp/cl/rptcalendar.asp
DATA TEAM	Aug-28	Administer English Language Proficiency Assessment for California (ELPAC) Initial Assessment - Based on the results of the home language survey, every pupil in California whose native language is not English is required to be tested within 30 days of the start of school. Be sure to note your school's 30th day of instruction and test all ELPAC students before that date. This reporting is used for students' academic performance and state and federal accountability reporting requirements.	BOCS	No	No	https://www.cde.ca.gov/ta/tg/ep/
FINANCE	Set by Authorizer	Unaudited Actual Reports - Annual unaudited financial statements for the preceding year are due by date set by the charter authorizer (no later than September 15th).	Charter Impact	Yes	Yes	https://www.cde.ca.gov/fg/sf/fr/csalternative.asp
FINANCE	Sep-04	Year-End Maintenance of Effort (Special Education) - Report due to Charter school's SELPA. Maintenance of Effort (MOE) is a requirement that you spend each year at least what you spent last year in the area of special education (with some exceptions). If you reduce your special education budget (or expenditures) in a given year, you need to be careful to ensure that you have met the MOE requirement. This does not mean you can't reduce costs, but you must do so within the guidelines of federal MOE.	Charter Impact	No	No	
FINANCE	Sep-30	2020-21 Learning Continuity and Attendance Plan -- The LEA governing board/body shall adopt the Learning Continuity Plan by September 30, 2020 in a public meeting. This meeting shall be held after, but not on the same day, as the public hearing. The Plan replaces the annual LCAP for 2020-21, to outline the LEA's compliance with the Budget Act's provisions including student participation and attendance reporting, continuity of learning, in-person instructional offerings and plans for distance learning (with public stakeholder engagement). Should describe how LEAs are increasing or improving service in proportion to unduplicated students.	BOCS	Yes	No	https://www.cde.ca.gov/re/lc/learningcontattendplan.asp
FINANCE	Sep-30	Prop 39 (CA Clean Energy Jobs Act) - Annual Progress Reports open July 1, 2020, due September 30, 2020 - Local educational agencies are mandated to report to the California Energy Commission. Prop 39 K-12 Progress annual report templates will be available on July 1, 2020, through the California Energy Expenditure Plan Online Reporting System. Reports must be submitted for each approved energy expenditure plan until all eligible energy measures are completed. The annual progress report covers activities that occurred in the previous fiscal year (July 1, 2019-June 30, 2020). Instructions, training videos, and PowerPoint presentations are available on the Proposition 39 K-12 program webpage California Clean Energy Jobs Act K-12 Program - Prop 39. On May 13, 2020, the California Energy Commission approved an extension of the California Clean Energy Jobs Act K-12 Program (Proposition 39) deadlines in response to the COVID-19 pandemic. Final project completion date by one year to June 30, 2021 Final project completion reports date by one year to June 30, 2022	BOCS	No	No	https://www.energy.ca.gov/programs-and-topics/programs/california-clean-energy-jobs-act-proposition-39-k-12-program

Appendices

As of July 31, 2020

- Cash Flow – Monthly and Annual Forecast
- Statement of Financial Position (Balance Sheet)
- Statement of Cash Flows
- Detailed Month and YTD Budget vs. Actual
- Accounts Payable Aging
- Check Register

Blue Oak Charter

Financial Package

July 31, 2020

Presented by:



Blue Oak Charter School

Monthly Cash Flow/Forecast FY20-21

Revised 8/6/2020

ADA = 293.37



Revenues

State Aid - Revenue Limit

8011	LCFF State Aid
8012	Education Protection Account
8096	In Lieu of Property Taxes

Federal Revenue

8181	Special Education - Entitlement
8290	Title I, Part A - Basic Low Income
8291	Title II, Part A - Teacher Quality
8296	Other Federal Revenue

Other State Revenue

8545	School Facilities (SB740)
8550	Mandated Cost
8560	State Lottery
8599	Other State Revenue

Other Local Revenue

8699	School Fundraising
8792	Transfers of Apportionments

Total Revenue

Expenses

Certificated Salaries

1100	Teachers' Salaries
1170	Teachers' Substitute Hours
1175	Teachers' Extra Duty/Stipends
1200	Pupil Support Salaries
1300	Administrators' Salaries

Classified Salaries

2100	Instructional Salaries
2400	Clerical and Office Staff Salaries
2900	Other Classified Salaries

Benefits

3101	STRS
3202	PERS
3301	OASDI
3311	Medicare
3401	Health and Welfare
3501	State Unemployment
3601	Workers' Compensation
3901	Other Benefits

Books and Supplies

4100	Textbooks and Core Materials
4200	Books and Reference Materials
4302	School Supplies
4305	Software
4310	Office Expense
4312	School Fundraising Expense
4400	Noncapitalized Equipment

	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Year-End Accruals	Annual Forecast	Original Budget Total	Favorable / (Unfav.)
															ADA = 269.70	
	-	84,962	84,962	152,931	152,931	152,931	152,931	152,931	84,112	45,879	45,879	45,879	542,904	1,699,234	1,307,688	391,546
	-	-	-	60,959	-	-	60,959	-	-	60,959	-	-	60,959	243,834	332,784	(88,950)
	-	44,137	88,275	58,850	58,850	58,850	58,850	58,850	102,987	51,494	51,494	51,494	51,494	735,622	622,961	112,661
	-	129,099	173,236	272,739	211,781	211,781	272,739	211,781	187,099	158,331	97,373	97,373	655,357	2,678,690	2,263,433	415,257
	-	-	-	-	-	-	-	-	19,938	-	-	4,984	14,953	39,875	38,500	1,375
	-	-	-	19,421	-	-	19,421	-	-	19,421	-	-	19,421	77,683	77,683	-
	-	-	-	2,862	-	-	2,862	-	-	2,862	-	-	2,862	11,449	11,449	-
	-	-	169,724	18,494	-	-	18,494	-	-	18,494	-	-	18,494	243,698	73,974	169,724
	-	-	169,724	40,777	-	-	40,777	-	19,938	40,777	-	4,984	55,730	372,705	201,606	171,099
	-	-	-	-	-	-	156,308	-	-	-	78,154	-	78,154	312,615	287,392	25,223
	-	-	-	-	-	4,946	-	-	-	-	-	-	-	4,946	4,946	-
	-	-	-	-	-	-	14,595	-	-	14,595	-	-	29,190	58,381	55,828	2,553
	-	-	22,823	-	-	-	-	-	-	-	8,000	-	8,000	38,823	16,000	22,823
	-	-	22,823	-	-	4,946	170,903	-	-	14,595	86,154	-	115,344	414,765	364,166	50,598
	20	2,300	2,300	5,173	5,173	5,173	5,173	5,173	5,173	5,173	5,173	-	-	46,000	46,000	-
	7,818	8,777	15,799	15,799	15,799	15,799	15,799	8,795	4,797	4,797	4,797	-	56,767	175,543	177,843	(2,300)
	7,838	11,077	18,099	20,971	20,971	20,971	20,971	13,967	9,970	9,970	9,970	-	56,767	221,543	223,843	(2,300)
																-
	7,838	140,176	383,882	334,487	232,752	237,698	505,390	225,748	217,006	223,673	193,496	102,357	883,197	3,687,703	3,053,049	634,654
	91,139	115,890	115,890	115,890	115,890	115,890	115,890	115,890	115,890	115,890	25,346	-	-	1,159,496	1,164,716	5,220
	-	1,738	3,477	3,477	3,477	3,477	3,477	3,477	3,477	3,477	3,477	1,738	-	34,767	34,941	174
	699	961	961	961	961	961	961	961	961	961	-	-	-	9,350	11,800	2,450
	-	2,035	4,070	4,070	4,070	4,070	4,070	4,070	4,070	4,070	4,070	2,035	-	40,700	40,700	-
	14,086	14,607	14,607	14,607	14,607	14,607	14,607	14,607	14,607	14,607	14,607	14,607	-	174,758	175,879	1,121
	105,924	135,231	139,005	139,005	139,005	139,005	139,005	139,005	139,005	139,005	47,499	18,380	-	1,419,071	1,428,037	8,966
	229	6,295	12,591	12,591	12,591	12,591	12,591	12,591	12,591	12,591	12,591	6,295	-	126,136	125,907	(229)
	6,264	12,896	12,669	12,669	12,669	12,669	12,669	12,669	12,669	12,669	12,669	12,669	-	145,848	147,445	1,597
	2,518	2,089	12,102	12,102	12,102	12,102	12,102	12,102	12,102	12,102	12,102	12,102	-	125,625	125,873	248
	9,011	21,280	37,361	37,361	37,361	37,361	37,361	37,361	37,361	37,361	37,361	31,066	-	397,608	399,225	1,616
	16,034	21,839	22,448	22,448	22,448	22,448	22,448	22,448	22,448	22,448	7,671	2,968	-	228,096	230,628	2,532
	4,155	4,420	7,760	7,760	7,760	7,760	7,760	7,760	7,760	7,760	7,760	6,453	-	84,872	82,640	(2,232)
	848	1,324	2,324	2,324	2,324	2,324	2,324	2,324	2,324	2,324	2,324	1,933	-	25,024	24,752	(272)
	1,544	2,271	2,559	2,559	2,559	2,559	2,559	2,559	2,559	2,559	1,231	717	-	26,237	26,495	258
	12,044	9,525	9,525	9,525	9,525	9,525	9,525	9,525	9,525	9,525	9,525	9,525	-	116,819	114,300	(2,519)
	53	109	109	109	109	109	545	436	218	109	109	109	-	2,125	2,193	67
	953	1,566	1,765	1,765	1,765	1,765	1,765	1,765	1,765	1,765	849	495	-	17,983	18,273	290
	51	51	51	51	51	51	51	51	51	51	51	51	-	615	-	(615)
	35,683	41,105	46,542	46,542	46,542	46,542	46,978	46,869	46,651	46,542	29,521	22,251	-	501,771	499,280	(2,491)
	-	4,000	4,000	4,000	4,000	-	-	-	-	-	-	-	-	16,000	16,000	-
	-	1,200	1,200	1,200	1,200	171	171	171	171	171	171	171	-	6,000	6,000	-
	-	3,833	4,217	4,217	4,217	4,217	4,217	4,217	4,217	4,217	4,217	4,217	-	46,000	46,000	-
	129	-	-	-	-	-	-	-	-	-	-	-	-	129	-	(129)
	-	833	833	833	833	833	833	833	833	833	833	833	-	9,167	10,000	833
	-	208	208	208	208	208	208	208	208	208	208	208	-	2,292	2,500	208
	-	23,600	23,600	23,600	23,600	23,600	-	-	-	-	-	-	-	118,000	-	(118,000)
	129	33,675	34,058	34,058	34,058	29,030	5,430	5,430	5,430	5,430	5,430	5,430	-	197,587	80,500	(117,087)

Blue Oak Charter School

Monthly Cash Flow/Forecast FY20-21

Revised 8/6/2020

ADA = 293.37



Subagreement Services

5102 Special Education
5105 Security

Operations and Housekeeping

5201 Auto and Travel
5300 Dues & Memberships
5400 Insurance
5501 Utilities
5502 Janitorial Services
5900 Communications
5901 Postage and Shipping

Facilities, Repairs and Other Leases

5601 Rent
5603 Equipment Leases
5610 Repairs and Maintenance

Professional/Consulting Services

5801 IT
5802 Audit & Taxes
5803 Legal
5804 Professional Development
5805 General Consulting
5806 Special Activities/Field Trips
5809 Other taxes and fees
5810 Payroll Service Fee
5811 Management Fee
5812 District Oversight Fee
5815 Public Relations/Recruitment

Depreciation

6900 Depreciation Expense

Interest

7438 Interest Expense

Total Expenses

Monthly Surplus (Deficit)

Cash Flow Adjustments

Monthly Surplus (Deficit)
Cash flows from operating activities
Depreciation/Amortization
Public Funding Receivables
Grants and Contributions Rec.
Prepaid Expenses
Accounts Payable
Accrued Expenses
Summer Holdback
Cash flows from financing activities
Proceeds(Payments) on Debt

Total Change in Cash

Cash, Beginning of Month

Cash, End of Month

	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Year-End Accruals	Annual Forecast	Original Budget Total	Favorable / (Unfav.)
Subagreement Services																
5102 Special Education	-	11,647	11,647	11,647	11,647	11,647	11,647	11,647	11,647	11,647	11,647	11,647	-	128,120	128,120	-
5105 Security	-	136	136	136	136	136	136	136	136	136	136	136	-	1,500	1,500	-
	-	11,784	11,784	11,784	11,784	11,784	11,784	11,784	11,784	11,784	11,784	11,784	-	129,620	129,620	-
Operations and Housekeeping																
5201 Auto and Travel	-	273	273	273	273	273	273	273	273	273	273	273	-	3,000	3,000	-
5300 Dues & Memberships	-	83	92	92	92	92	92	92	92	92	92	92	-	1,000	1,000	-
5400 Insurance	2,175	3,202	3,304	3,304	3,304	3,304	3,304	3,304	3,304	3,304	3,304	3,304	-	38,421	38,421	-
5501 Utilities	5,081	5,833	5,909	5,909	5,909	5,909	5,909	5,909	5,909	5,909	5,909	5,909	-	70,000	70,000	-
5502 Janitorial Services	-	917	1,008	1,008	1,008	1,008	1,008	1,008	1,008	1,008	1,008	1,008	-	11,000	13,200	2,200
5900 Communications	652	833	851	851	851	851	851	851	851	851	851	851	-	10,000	10,000	-
5901 Postage and Shipping	-	-	100	100	100	100	100	100	100	100	100	100	-	1,000	1,000	-
	7,908	11,141	11,537	11,537	11,537	11,537	11,537	11,537	11,537	11,537	11,537	11,537	-	134,421	136,621	2,200
Facilities, Repairs and Other Leases																
5601 Rent	48,867	48,867	48,867	48,867	48,867	48,867	48,867	48,867	48,867	48,867	48,867	48,867	-	586,404	586,404	-
5603 Equipment Leases	1,395	1,450	1,450	1,450	1,450	1,450	1,450	1,450	1,450	1,450	1,450	1,450	-	17,345	17,400	55
5610 Repairs and Maintenance	-	633	697	697	697	697	697	697	697	697	697	697	-	7,600	3,400	(4,200)
	50,262	50,950	51,014	51,014	51,014	51,014	51,014	51,014	51,014	51,014	51,014	51,014	-	611,349	607,204	(4,145)
Professional/Consulting Services																
5801 IT	-	1,017	1,118	1,118	1,118	1,118	1,118	1,118	1,118	1,118	1,118	1,118	-	12,200	11,900	(300)
5802 Audit & Taxes	-	-	-	2,000	2,000	2,000	-	-	-	-	-	-	-	6,000	6,000	-
5803 Legal	-	625	688	688	688	688	688	688	688	688	688	688	-	7,500	12,000	4,500
5804 Professional Development	-	-	500	500	500	500	500	500	500	500	500	500	-	5,000	5,000	-
5805 General Consulting	-	-	2,035	2,035	2,035	2,035	2,035	2,035	2,035	2,035	2,035	2,035	-	20,347	20,347	-
5806 Special Activities/Field Trips	-	-	-	-	-	3,333	3,333	3,333	-	-	-	-	-	10,000	10,000	-
5809 Other taxes and fees	1	-	300	300	300	300	300	300	300	300	300	300	-	3,000	3,000	-
5810 Payroll Service Fee	150	408	434	434	434	434	434	434	434	434	434	434	-	4,900	4,500	(400)
5811 Management Fee	5,579	5,579	6,260	6,260	6,260	6,260	6,260	6,260	6,260	6,260	6,260	6,260	-	73,754	61,061	(12,693)
5812 District Oversight Fee	-	1,291	1,732	2,727	2,118	2,118	2,727	2,118	1,871	1,583	974	974	6,554	26,787	22,634	(4,153)
5815 Public Relations/Recruitment	-	-	300	300	300	300	300	300	300	300	300	300	-	3,000	3,000	-
	5,730	8,920	13,367	16,362	15,752	19,085	17,695	17,085	13,505	13,218	12,608	12,608	6,554	172,488	159,442	(13,046)
Depreciation																
6900 Depreciation Expense	1,619	1,619	1,619	1,619	1,619	1,619	1,619	1,619	1,619	1,619	1,619	1,619	-	19,426	19,426	0
	1,619	1,619	1,619	1,619	1,619	1,619	1,619	1,619	1,619	1,619	1,619	1,619	-	19,426	19,426	0
Interest																
7438 Interest Expense	451	-	-	-	-	-	-	-	-	-	-	-	-	451	-	(451)
	451	-	-	-	-	-	-	-	-	-	-	-	-	451	-	(451)
Total Expenses	216,717	315,706	346,286	349,281	348,672	346,977	322,422	321,704	317,905	317,509	208,372	165,688	6,554	3,583,794	3,459,355	(124,438)
Monthly Surplus (Deficit)	(208,879)	(175,530)	37,596	(14,794)	(115,920)	(109,278)	182,968	(95,955)	(100,899)	(93,836)	(14,876)	(63,331)	876,644	103,909	(406,307)	510,216
Cash Flow Adjustments																
Monthly Surplus (Deficit)	(208,879)	(175,530)	37,596	(14,794)	(115,920)	(109,278)	182,968	(95,955)	(100,899)	(93,836)	(14,876)	(63,331)	876,644	103,909		
Cash flows from operating activities																
Depreciation/Amortization	1,619	1,619	1,619	1,619	1,619	1,619	1,619	1,619	1,619	1,619	1,619	1,619	-	19,426		
Public Funding Receivables	9,140	423,938	94,809	47,911	-	52,101	-	-	-	-	-	-	(883,197)	(255,299)		
Grants and Contributions Rec.	9,909	11,550	-	-	-	-	-	-	-	-	-	-	-	21,460		
Prepaid Expenses	4,626	1,489	536	536	536	129	129	129	129	129	129	129	-	8,626		
Accounts Payable	(23,073)	-	-	-	-	-	-	-	-	-	-	-	6,554	(16,520)		
Accrued Expenses	16,998	(212,107)	-	-	-	(12,153)	-	-	-	-	-	31,470	-	(175,792)		
Summer Holdback	-	11,628	11,628	11,628	11,628	11,628	11,628	11,628	11,628	11,628	(52,326)	(52,326)	-	-		
Cash flows from financing activities																
Proceeds(Payments) on Debt	451	-	-	-	-	-	-	-	-	-	-	-	-	451		
Total Change in Cash	(189,209)	62,588	146,188	46,900	(102,136)	(55,955)	196,343	(82,580)	(87,523)	(80,460)	(65,454)	(82,440)				
Cash, Beginning of Month	507,089	317,880	380,468	526,656	573,556	471,420	415,465	611,808	529,228	441,705	361,245	295,790				
Cash, End of Month	317,880	380,468	526,656	573,556	471,420	415,465	611,808	529,228	441,705	361,245	295,790	213,351				

Blue Oak Charter

Statement of Financial Position

July 31, 2020

	Current Balance	Beginning Year Balance	YTD Change	YTD % Change
Assets				
Current Assets				
Cash & Cash Equivalents	\$ 317,880	\$ 507,089	\$ (189,209)	-37%
Accounts Receivable	11,550	21,460	(9,909)	-46%
Public Funding Receivables	618,758	627,898	(9,140)	-1%
Prepaid Expenses	67,040	71,667	(4,626)	-6%
Total Current Assets	1,015,229	1,228,114	(212,885)	-17%
Long-Term Assets				
Property & Equipment, Net	38,853	40,472	(1,619)	-4%
Deposits	28,000	28,000	-	0%
Total Long Term Assets	66,853	68,472	(1,619)	-2%
Total Assets	\$ 1,082,082	\$ 1,296,585	\$ (214,503)	-17%
Liabilities				
Current Liabilities				
Accounts Payable	\$ 2,489	\$ 25,562	\$ (23,073)	-90%
Accrued Liabilities	227,645	210,648	16,998	8%
Notes Payable, Current Portion	235,711	235,711	-	0%
Total Current Liabilities	465,846	471,921	(6,075)	-1%
Long-Term Liabilities				
Notes Payable, Net of Current Portion	295,676	295,225	451	0%
Total Long-Term Liabilities	295,676	295,225	451	0%
Total Liabilities	761,522	767,146	(5,624)	-1%
Total Net Assets	320,560	529,439	(208,879)	-39%
Total Liabilities and Net Assets	\$ 1,082,082	\$ 1,296,585	\$ (214,503)	-17%

Blue Oak Charter

Statement of Cash Flows

For the period ended July 31, 2020

	Month Ended 07/31/20	YTD Ended 07/31/20
Cash Flows from Operating Activities		
Change in Net Assets	\$ (208,879)	\$ (208,879)
Adjustments to reconcile change in net assets to net cash flows from operating activities:		
Depreciation	1,619	1,619
Decrease/(Increase) in Operating Assets:		
Public Funding Receivables	9,140	9,140
Grants, Contributions & Pledges Receivable	9,909	9,909
Prepaid Expenses	4,626	4,626
(Decrease)/Increase in Operating Liabilities:		
Accounts Payable	(23,073)	(23,073)
Accrued Expenses	16,998	16,998
Total Cash Flows from Operating Activities	(189,660)	(189,660)
Proceeds from (payments on) Capital Leases	451	451
Total Cash Flows from Financing Activities	451	451
Change in Cash & Cash Equivalents	(189,209)	(189,209)
Cash & Cash Equivalents, Beginning of Period	507,089	507,089
Cash and Cash Equivalents, End of Period	\$ 317,880	\$ 317,880

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Revenues							
State Aid - Revenue Limit							
LCFF State Aid	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,307,688
Education Protection Account	-	-	-	-	-	-	332,784
In Lieu of Property Taxes	-	-	-	-	-	-	622,961
Total State Aid - Revenue Limit	-	-	-	-	-	-	2,263,433
Federal Revenue							
Special Education - Entitlement	-	-	-	-	-	-	38,500
Title I, Part A - Basic Low Income	-	-	-	-	-	-	77,683
Title II, Part A - Teacher Quality	-	-	-	-	-	-	11,449
Other Federal Revenue	-	-	-	-	-	-	73,974
Total Federal Revenue	-	-	-	-	-	-	201,606
Other State Revenue							
School Facilities (SB740)	-	-	-	-	-	-	287,392
Mandated Cost	-	-	-	-	-	-	4,946
State Lottery	-	-	-	-	-	-	55,828
Other State Revenue	-	-	-	-	-	-	16,000
Total Other State Revenue	-	-	-	-	-	-	364,166
Other Local Revenue							
School Fundraising	20	-	20	20	-	20	46,000
Transfers of Apportionments	7,818	8,892	(1,074)	7,818	8,892	(1,074)	177,843
Total Other Local Revenue	7,838	8,892	(1,054)	7,838	8,892	(1,054)	223,843
Total Revenues	7,838	8,892	(1,054)	7,838	8,892	(1,054)	3,053,049
Expenses							
Certificated Salaries							
Teachers' Salaries	91,139	116,472	25,332	91,139	116,472	25,332	1,164,716
Teachers' Substitute Hours	-	-	-	-	-	-	34,941
Teachers' Extra Duty/Stipends	699	1,180	481	699	1,180	481	11,800
Pupil Support Salaries	-	-	-	-	-	-	40,700
Administrators' Salaries	14,086	14,657	571	14,086	14,657	571	175,879
Total Certificated Salaries	105,924	132,308	26,384	105,924	132,308	26,384	1,428,037
Classified Salaries							
Instructional Salaries	229	-	(229)	229	-	(229)	125,907
Clerical and Office Staff Salaries	6,264	10,379	4,114	6,264	10,379	4,114	147,445
Other Classified Salaries	2,518	-	(2,518)	2,518	-	(2,518)	125,873
Total Classified Salaries	9,011	10,379	1,368	9,011	10,379	1,368	399,225
Benefits							
State Teachers' Retirement System, certificated	16,034	21,368	5,334	16,034	21,368	5,334	230,628
Public Employees' Retirement System, classified	4,155	2,148	(2,007)	4,155	2,148	(2,007)	82,640
OASDI/Medicare/Alternative, certificated	848	643	(205)	848	643	(205)	24,752
Medicare/Alternative, certificated	1,544	2,069	525	1,544	2,069	525	26,495
Health and Welfare Benefits, certificated	12,044	9,525	(2,519)	12,044	9,525	(2,519)	114,300
State Unemployment Insurance, certificated	53	110	56	53	110	56	2,193
Workers' Compensation Insurance, certificated	953	1,427	474	953	1,427	474	18,273
Other Benefits, certificated positions	51	-	(51)	51	-	(51)	-
Total Benefits	35,683	37,290	1,607	35,683	37,290	1,607	499,280
Books & Supplies							
Textbooks and Core Materials	-	-	-	-	-	-	16,000
Books and Reference Materials	-	1,200	1,200	-	1,200	1,200	6,000
School Supplies	-	3,833	3,833	-	3,833	3,833	46,000
Software	129	-	(129)	129	-	(129)	-
Office Expense	-	833	833	-	833	833	10,000
School Fundraising Expense	-	208	208	-	208	208	2,500
Total Books & Supplies	129	6,075	5,946	129	6,075	5,946	80,500

Blue Oak Charter

Statement of Activities

For the period ended July 31, 2020

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Subagreement Services							
Special Education	-	-	-	-	-	-	128,120
Security	-	-	-	-	-	-	1,500
Total Subagreement Services	-	-	-	-	-	-	129,620
Operations & Housekeeping							
Auto and Travel	-	-	-	-	-	-	3,000
Dues & Memberships	-	83	83	-	83	83	1,000
Insurance	2,175	3,202	1,027	2,175	3,202	1,027	38,421
Utilities	5,081	5,833	752	5,081	5,833	752	70,000
Janitorial Services	-	1,100	1,100	-	1,100	1,100	13,200
Communications	652	833	181	652	833	181	10,000
Postage and Shipping	-	-	-	-	-	-	1,000
Total Operations & Housekeeping	7,908	11,052	3,144	7,908	11,052	3,144	136,621
Facilities, Repairs & Other Leases							
Rent	48,867	48,867	-	48,867	48,867	-	586,404
Equipment Leases	1,395	1,450	55	1,395	1,450	55	17,400
Repairs and Maintenance	-	283	283	-	283	283	3,400
Total Facilities, Repairs & Other Leases	50,262	50,600	338	50,262	50,600	338	607,204
Professional/Consulting Services							
IT	-	992	992	-	992	992	11,900
Audit & Taxes	-	-	-	-	-	-	6,000
Legal	-	1,000	1,000	-	1,000	1,000	12,000
Professional Development	-	-	-	-	-	-	5,000
General Consulting	-	-	-	-	-	-	20,347
Special Activities/Field Trips	-	-	-	-	-	-	10,000
Other Taxes and Fees	1	-	(1)	1	-	(1)	3,000
Payroll Service Fee	150	375	225	150	375	225	4,500
Management Fee	5,579	5,088	(491)	5,579	5,088	(491)	61,061
District Oversight Fee	-	-	-	-	-	-	22,634
Public Relations/Recruitment	-	-	-	-	-	-	3,000
Total Professional/Consulting Services	5,730	7,455	1,725	5,730	7,455	1,725	159,442
Depreciation							
Depreciation Expense	1,619	1,619	-	1,619	1,619	-	19,426
Total Depreciation	1,619	1,619	-	1,619	1,619	-	19,426
Interest							
Interest Expense	451	-	(451)	451	-	(451)	-
Total Interest	451	-	(451)	451	-	(451)	-
Total Expenses	216,717	256,778	40,061	216,717	256,778	40,061	3,459,355
Change in Net Assets	(208,879)	(247,886)	39,007	(208,879)	(247,886)	39,007	(406,306)
Net Assets, Beginning of Period	529,439			529,439			
Net Assets, End of Period	\$ 320,560			\$ 320,560			

Blue Oak Charter

Accounts Payable Aging

July 31, 2020

Vendor Name	Invoice/Credit Number	Invoice Date	Date Due	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due	Total
				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Outstanding Invoices				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Blue Oak Charter

Check Register

For the period ended July 31, 2020

Check Number	Vendor Name	Check Date	Check Amount
10217	California Water Service	7/2/2020	\$ 1,018.88
10218	Carpet Restoration Company	7/2/2020	4,650.00
10219	Charter Impact	7/2/2020	432.25
10220	Comcast	7/2/2020	497.25
10221	J C Nelson Supply Co	7/2/2020	901.68
10222	Lacie Perrot	7/2/2020	122.50
10223	Millennial Child Inc.	7/2/2020	2,800.00
10224	Pure Water Partners	7/2/2020	42.90
10225	TIAA Commercial Finance, Inc.	7/2/2020	665.19
10226	Blue Shield of California	7/10/2020	323.36
10227	Employers Preferred Ins CO	7/10/2020	1,347.10
10228	PG&E	7/10/2020	3,551.83
10229	Anthem Blue Cross	7/23/2020	11,446.57
10230	Butte County Office of Education	7/23/2020	2,126.08
10231	Charter Impact	7/23/2020	5,579.00
10232	CliftonLarsonAllen LLP	7/23/2020	1,450.00
10233	Elizabeth Fuller	7/23/2020	150.00
10234	Lash's Glass	7/23/2020	523.16
10235	Law Offices of Young, Minney & Corr, LLP	7/23/2020	286.00
10236	Leen Brothers Enterprises	7/23/2020	48,866.97
10237	Lotus Educational Services, Inc.	7/23/2020	1,890.00
10238	Paybridge LLC	7/23/2020	150.00
10239	Philadelphia Insurance Companies	7/23/2020	1,767.29
10240	Recology Butte Colusa Counties	7/23/2020	908.53
10241	TIAA Commercial Finance, Inc.	7/23/2020	687.06
ACH	Benefit Resource, Inc	7/2/2020	155.00
ACH	Humana Insurance Co	7/6/2020	2,219.58
ACH	Sprint	7/7/2020	143.16
ACH	Employment Development Dept	7/13/2020	57.46
ACH	Employment Development Dept	7/13/2020	58.22
ACH	Internal Revenue Services	7/13/2020	1,236.83
ACH	Benefit Resource, Inc	7/15/2020	132.00
ACH	Employment Development Department	7/27/2020	1,006.76
ACH	Employment Development Department	7/27/2020	2,729.93
ACH	Employment Development Department	7/27/2020	12,815.68
ACH	Employment Development Department	7/28/2020	142.49
ACH	Employment Development Department	7/28/2020	142.49
ACH	CalPERS	7/28/2020	1,798.55
ACH	CalPERS	7/28/2020	5,092.47

Total Disbursements Issued in July \$ 119,914.22

Business Checking – XXXXX0889

Search transactions

Activity: Date range; **Start date:** Jul 01, 2020; **End date:** Jul 31, 2020; **Type:** Debits

Transactions

🕒 Pending ● Posted

Date ▼	Description ◇	Debit ◇	Credit ◇	Balance
● Jul 30, 2020	<u>Check 10236</u>	48,866.97		
● Jul 30, 2020	<u>Check 10232</u>	1,450.00		
● Jul 30, 2020	<u>Check 70066</u>	908.07		
● Jul 28, 2020	ACH Payment CALPERS 3100	5,092.47		
● Jul 28, 2020	ACH Payment CALPERS 3100	1,798.55		
● Jul 28, 2020	ACH Payment EMPLOYMENT DEVEL EDD EFTPMT	142.49		
● Jul 28, 2020	ACH Payment EMPLOYMENT DEVEL EDD EFTPMT	142.49		
● Jul 28, 2020	POS Purchase SAN JOAQUIN CO* EDJOIN HTTPSWWW.SJCO CA #3136	750.00		
	↑ subscription - yrly.			
● Jul 27, 2020	ACH Payment IRS USATAXPYMT	12,815.68		
● Jul 27, 2020	ACH Payment EMPLOYMENT DEVEL EDD EFTPMT	2,729.93		
● Jul 27, 2020	ACH Payment EMPLOYMENT DEVEL EDD EFTPMT	1,006.76		
● Jul 24, 2020	ACH Payment BLUE OAK CHARTER PAYROLL	70,379.93		
● Jul 24, 2020	ACH Payment BLUE OAK CHARTER PAYROLL	9,318.40		
● Jul 24, 2020	ACH Payment BLUE OAK CHARTER PAYROLL	2,334.46		
● Jul 22, 2020	<u>Check 70065</u>	430.38		
● Jul 17, 2020	<u>Check 10215</u>	847.01		
● Jul 15, 2020	<u>Check 10228</u>	3,551.83		

Date ▼	Description ◊	Debit ◊	Credit ◊	Balance
● Jul 15, 2020	<u>Check 10217</u>	1,018.88		
● Jul 15, 2020	ACH Payment BENEFIT RESOURCE BRI XFER	132.00		
● Jul 14, 2020	<u>Check 10227</u>	1,347.10		
● Jul 14, 2020	ACH Payment BENEFIT RESOURCE BRI XFER	155.00		
● Jul 13, 2020	<u>Check 10226</u>	323.36		
● Jul 13, 2020	ACH Payment IRS USATAXPYMT	1,236.83		
● Jul 13, 2020	ACH Payment EMPLOYMENT DEVEL EDD EFTPMT	58.22		
● Jul 13, 2020	ACH Payment EMPLOYMENT DEVEL EDD EFTPMT	57.46		
● Jul 10, 2020	<u>Check 10225</u>	665.19		
● Jul 10, 2020	<u>Check 10222</u>	122.50		
● Jul 10, 2020	ACH Payment BLUE OAK CHARTER PAYROLL	4,501.62		
● Jul 09, 2020	<u>Check 10221</u>	901.68		
● Jul 09, 2020	<u>Check 10224</u>	42.90		
● Jul 08, 2020	<u>Check 10218</u>	4,650.00		
● Jul 08, 2020	<u>Check 10223</u>	2,800.00		
● Jul 08, 2020	<u>Check 10214</u>	1,545.00		
● Jul 07, 2020	<u>Check 10220</u>	497.25		
● Jul 07, 2020	<u>Check 10219</u>	432.25		
● Jul 07, 2020	ACH Payment SPRINT8006396111 ACHBILLPAY TOKZLHCQJWLNTLZ school emergency cell phone	143.16		
● Jul 06, 2020	ACH Payment HUMANA, INC. INS PYMT	2,219.58		
● Jul 02, 2020	ACH Payment BENEFIT RESOURCE BRI XFER	155.00		
● Jul 01, 2020	POS Purchase POSTAL PLUS 530-8911626 CA #3136 year end report card postage - SPEO files, other student related mail.	212.90		

Agenda Item: Accept Employee Resignations

Prepared by: Susan Domenighini Charter Council Date: 08/25/2020

Background Information:

Blue Oak would like to accept resignations from the following employees:

- Tess Slaton
- Frank Mercurio
- Carol Kelly

Agenda Item: Approve Employment Offers of Employment

Prepared by: Susan Domenighini Charter Council Date: 08/25/2020

Background Information:

Blue Oak would like to approve employment for **classified employee:**

- Nikolai Novikov, Games Teacher/Special Presenter
- Katie Machek, 2nd Grade Teacher

Agenda Item: Accept Donations/Thank Yous/Giving Campaign Donations

Prepared by: Susan Domenighini Charter Council Date: 08/25/20

Background Information:

Blue Oak would like to accept donations from donors who gave \$500.00 or more, received in the month of August 2020.

Donors who gave \$500.00 or more in the month of October 2019:

- 08/11/20: Donna L. Fontaine Trustee to Mrs. Murray 4th Grade Class \$6,500.00 Chromebook purchases

We would like to say thank you to all who have donated to Blue Oak Charter School.

Blue Oak Charter School

Multi-Year Forecast

Revised 7/31/2020



	2019-20	2020-21	2021-22	2022-23
	Prior Year	Budget	Forecast	Forecast
Assumptions				
LCFF COLA	n/a	0.00%	0.00%	0.00%
Non-LCFF Revenue COLA	n/a	n/a	0.00%	0.00%
Expense COLA	n/a	2.00%	2.00%	2.00%
Enrollment		290.00	290.00	290.00
Average Daily Attendance	293.37	293.37	269.70	269.70
Revenues				
State Aid - Revenue Limit				
8011 LCFF State Aid	\$ 1,698,611	\$ 1,699,234	\$ 1,559,389	\$ 1,557,318
8012 Education Protection Account	243,834	243,834	224,161	224,161
8019 State Aid - Prior Year	(51,469)	-	-	-
8096 In Lieu of Property Taxes	735,622	735,622	676,270	676,270
	<u>2,626,598</u>	<u>2,678,690</u>	<u>2,459,820</u>	<u>2,457,749</u>
Federal Revenue				
8181 Special Education - Entitlement	47,911	39,875	36,250	36,250
8290 Title I, Part A - Basic Low Income	77,683	77,683	77,683	77,683
8291 Title II, Part A - Teacher Quality	11,637	11,449	11,449	11,449
8296 Other Federal Revenue	39,348	243,698	10,000	10,000
	<u>176,579</u>	<u>372,705</u>	<u>135,382</u>	<u>135,382</u>
Other State Revenue				
8545 School Facilities (SB740)	328,107	312,615	287,392	287,392
8550 Mandated Cost	5,697	4,946	4,946	4,547
8560 State Lottery	57,850	58,381	53,670	53,670
8598 Prior Year Revenue	(649)	-	-	-
8599 Other State Revenue	125,477	38,823	16,000	16,000
	<u>516,481</u>	<u>414,765</u>	<u>362,009</u>	<u>361,610</u>
Other Local Revenue				
8689 Other Fees and Contracts	2,376	-	-	-
8699 School Fundraising	48,837	46,000	46,000	46,000
8792 Transfers of Apportionments	161,525	175,543	170,822	166,101
8980 Contributions, Unrestricted	20,999	-	-	-
	<u>233,737</u>	<u>221,543</u>	<u>216,822</u>	<u>212,101</u>
Total Revenue	\$ 3,553,395	\$ 3,687,703	\$ 3,174,033	\$ 3,166,841
Expenses				
Certificated Salaries				
1100 Teachers' Salaries	1,128,855	1,164,716	1,188,010	1,211,771
1170 Teachers' Substitute Hours	14,998	34,941	35,640	36,353
1175 Teachers' Extra Duty/Stipends	26,335	11,800	12,036	12,277
1200 Pupil Support Salaries	22,067	40,700	41,514	42,345
1300 Administrators' Salaries	180,151	175,879	179,397	182,985
1900 Other Certificated Salaries	18,554	-	-	-
	<u>1,390,959</u>	<u>1,428,037</u>	<u>1,456,598</u>	<u>1,485,729</u>
Classified Salaries				
2100 Instructional Salaries	110,961	125,907	128,425	130,993
2200 Support Salaries	11,359	-	-	-
2300 Classified Administrators' Salaries	27,096	-	-	-
2400 Clerical and Office Staff Salaries	123,778	147,445	150,394	153,401
2900 Other Classified Salaries	189,684	125,873	128,391	130,959
	<u>462,878</u>	<u>399,225</u>	<u>407,209</u>	<u>415,353</u>
Benefits				
3101 STRS	221,801	230,628	233,347	268,917
3202 PERS	108,037	82,640	93,007	105,915
3301 OASDI	33,187	24,752	25,247	25,752
3311 Medicare	25,695	26,495	27,025	27,566
3401 Health and Welfare	202,442	114,300	116,586	118,918
3501 State Unemployment	2,801	2,193	2,193	2,194
3601 Workers' Compensation	18,176	18,273	18,638	19,011
3901 Other Benefits	343	-	-	-
	<u>612,482</u>	<u>499,280</u>	<u>516,043</u>	<u>568,273</u>

Blue Oak Charter School

Multi-Year Forecast

Revised 7/31/2020



	2019-20	2020-21	2021-22	2022-23
	Prior Year	Budget	Forecast	Forecast
Books and Supplies				
4100 Textbooks and Core Curricula	19,797	16,000	16,320	16,646
4200 Books and Other Materials	7,673	6,000	6,120	6,242
4302 School Supplies	48,293	46,000	46,920	47,858
4305 Software	844	-	-	-
4310 Office Expense	13,343	10,000	10,200	10,404
4312 School Fundraising	3,488	2,500	2,550	2,601
4400 Noncapitalized Equipment	560	118,000	-	-
	93,999	198,500	82,110	83,752
Subagreement Services				
5102 Special Education	31,324	128,120	130,682	133,296
5105 Security	2,082	1,500	1,530	1,561
5106 Other Educational Consultants	550	-	-	-
	33,956	129,620	132,212	134,857
Operations and Housekeeping				
5201 Auto and Travel	5,702	3,000	3,060	3,121
5300 Dues & Memberships	1,000	1,000	1,020	1,040
5400 Insurance	36,273	38,421	39,190	39,973
5501 Utilities	74,840	70,000	71,400	72,828
5502 Janitorial Services	11,026	11,000	11,220	11,444
5900 Communications	10,089	10,000	10,200	10,404
5901 Postage and Shipping	1,296	1,000	1,020	1,040
	140,226	134,421	137,110	139,852
Facilities, Repairs and Other Leases				
5601 Rent	583,279	586,404	586,404	586,404
5602 Additional Rent	231	-	-	-
5603 Equipment Leases	17,403	17,400	17,748	18,103
5604 Other Leases	400	-	-	-
5610 Repairs and Maintenance	7,598	7,600	7,752	7,907
	608,910	611,404	611,904	612,414
Professional/Consulting Services				
5801 IT	12,197	12,200	12,444	12,693
5802 Audit & Taxes	3,502	3,500	3,570	3,641
5803 Legal	7,461	7,500	7,650	7,803
5804 Professional Development	9,772	5,000	5,100	5,202
5805 General Consulting	39,784	20,347	20,754	21,169
5806 Special Activities/Field Trips	13,764	10,000	10,200	10,404
5807 Bank Charges	55	-	-	-
5808 Printing	445	-	-	-
5809 Other taxes and fees	4,967	3,000	3,060	3,121
5810 Payroll Service Fee	4,947	4,900	4,998	5,098
5811 Management Fee	70,749	73,754	63,481	63,337
5812 District Oversight Fee	26,266	26,787	24,598	24,577
5815 Public Relations/Recruitment	2,901	3,000	3,060	3,121
	196,810	169,988	158,915	160,167
Depreciation				
6900 Depreciation Expense	11,846	19,426	19,426	1,619
	11,846	19,426	19,426	1,619
Interest				
7438 Interest Expense	9,123	-	-	-
	9,123	-	-	-
Total Expenses	\$ 3,561,190	\$ 3,589,901	\$ 3,521,527	\$ 3,602,016
Surplus (Deficit)	\$ (7,795)	\$ 97,802	\$ (347,494)	\$ (435,174)
Fund Balance, Beginning of Year	\$ 528,055	\$ 520,261	\$ 618,063	\$ 270,568
Fund Balance, End of Year	\$ 520,261	\$ 618,063	\$ 270,568	\$ (164,606)
	14.6%	17.2%	7.7%	-4.6%

Blue Oak Charter School

Multi-Year Forecast

Revised 7/31/2020



	2019-20	2020-21	2021-22	2022-23
	Prior Year	Budget	Forecast	Forecast
Cash Flow Adjustments				
Surplus (Deficit)	(7,795)	97,802	(347,494)	(435,174)
Cash Flows From Operating Activities				
Depreciation/Amortization	11,846	19,426	19,426	1,619
Public Funding Receivables	(236,941)	(253,633)	146,823	339,518
Grants and Contributions Rec.	261,791	-	-	-
Prepaid Expenses	7,953	-	-	-
Accounts Payable	(70,236)	4,929	(1,252)	(3,046)
Accrued Expenses	96,224	(82,899)	82,899	-
Summer Holdback	7,145	-	-	-
Cash Flows From Investing Activities				
Purchases of Prop. And Equip.	(50,185)	-	-	-
Cash Flows From Financing Activities				
Proceeds from Factoring	350,000	-	-	-
Payments on Factoring	(504,176)	-	-	-
Proceeds(Payments) on Debt	530,937	-	-	-
Total Change in Cash	396,562	(214,376)	(99,597)	(97,084)
Cash, Beginning of Year	105,648	502,210	287,834	188,237
Cash, End of Year	\$ 502,210	\$ 287,834	\$ 188,237	\$ 91,153

Revised 7/31/2020

ADA = 293.37



ADA = 293.37														Year-End Accruals	Annual Budget	Original Budget Total	Favorable / (Unfav.)
Revenues																ADA = 269.70	
State Aid - Revenue Limit																	
8011	LCFF State Aid	-	84,962	84,962	152,931	152,931	152,931	152,931	84,112	45,879	45,879	45,879	542,904	1,699,234	1,307,688	391,546	
8012	Education Protection Account	-	-	-	60,959	-	-	60,959	-	-	60,959	-	60,959	243,834	332,784	(88,950)	
8019	State Aid - Prior Year	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
8096	In Lieu of Property Taxes	-	44,137	88,275	58,850	58,850	58,850	58,850	102,987	51,494	51,494	51,494	51,494	735,622	622,961	112,661	
		-	129,099	173,236	272,739	211,781	211,781	272,739	211,781	187,099	158,331	97,373	97,373	2,678,690	2,263,433	415,257	
Federal Revenue																	
8181	Special Education - Entitlement	-	-	-	-	-	-	-	19,938	-	-	4,984	14,953	39,875	38,500	1,375	
8290	Title I, Part A - Basic Low Income	-	-	-	19,421	-	-	19,421	-	-	19,421	-	19,421	77,683	77,683	-	
8291	Title II, Part A - Teacher Quality	-	-	-	2,862	-	-	2,862	-	-	2,862	-	2,862	11,449	11,449	-	
8296	Other Federal Revenue	-	-	169,724	18,494	-	-	18,494	-	-	18,494	-	18,494	243,698	73,974	169,724	
		-	-	169,724	40,777	-	-	40,777	-	19,938	40,777	-	4,984	55,730	372,705	201,606	171,099
Other State Revenue																	
8545	School Facilities (SB740)	-	-	-	-	-	-	156,308	-	-	-	78,154	78,154	312,615	287,392	25,223	
8550	Mandated Cost	-	-	-	-	-	4,946	-	-	-	-	-	-	4,946	4,946	-	
8560	State Lottery	-	-	-	-	-	-	14,595	-	-	14,595	-	29,190	58,381	55,828	2,553	
8599	Other State Revenue	-	-	22,823	-	-	-	-	-	-	-	8,000	8,000	38,823	16,000	22,823	
		-	-	22,823	-	-	4,946	170,903	-	-	14,595	86,154	115,344	414,765	364,166	50,598	
Other Local Revenue																	
8699	School Fundraising	-	2,300	2,300	5,980	5,060	5,060	5,060	5,060	5,060	5,060	-	-	46,000	46,000	-	
8792	Transfers of Apportionments	8,777	8,777	15,799	15,799	15,799	15,799	8,689	4,740	4,740	4,740	-	56,086	175,543	177,843	(2,300)	
		8,777	11,077	18,099	21,779	20,859	20,859	13,749	9,800	9,800	9,800	-	56,086	221,543	223,843	(2,300)	
Total Revenue		8,777	140,176	383,882	335,295	232,640	237,586	505,277	225,530	216,836	223,503	193,326	102,357	882,516	3,687,703	3,053,049	634,654
Expenses																	
Certificated Salaries																	
1100	Teachers' Salaries	116,472	116,472	116,472	116,472	116,472	116,472	116,472	116,472	116,472	116,472	-	-	-	1,164,716	1,164,716	-
1170	Teachers' Substitute Hours	-	1,747	3,494	3,494	3,494	3,494	3,494	3,494	3,494	3,494	3,494	1,747	-	34,941	34,941	-
1175	Teachers' Extra Duty/Stipends	1,180	1,180	1,180	1,180	1,180	1,180	1,180	1,180	1,180	1,180	-	-	-	11,800	11,800	-
1200	Pupil Support Salaries	-	2,035	4,070	4,070	4,070	4,070	4,070	4,070	4,070	4,070	4,070	2,035	-	40,700	40,700	-
1300	Administrators' Salaries	14,657	14,657	14,657	14,657	14,657	14,657	14,657	14,657	14,657	14,657	14,657	14,657	-	175,879	175,879	-
		132,308	136,090	139,872	139,872	139,872	139,872	139,872	139,872	139,872	139,872	22,221	18,439	-	1,428,037	1,428,037	-
Classified Salaries																	
2100	Instructional Salaries	-	6,295	12,591	12,591	12,591	12,591	12,591	12,591	12,591	12,591	12,591	6,295	-	125,907	125,907	-
2400	Clerical and Office Staff Salaries	10,379	10,379	12,669	12,669	12,669	12,669	12,669	12,669	12,669	12,669	12,669	12,669	-	147,445	147,445	-
2900	Other Classified Salaries	-	4,629	12,124	12,124	12,124	12,124	12,124	12,124	12,124	12,124	12,124	12,124	-	125,873	125,873	-
		10,379	21,303	37,384	37,384	37,384	37,384	37,384	37,384	37,384	37,384	37,384	31,089	-	399,225	399,225	-
Benefits																	
3101	STRS	21,368	21,979	22,589	22,589	22,589	22,589	22,589	22,589	22,589	22,589	3,589	2,978	-	230,628	230,628	-
3202	PERS	2,148	4,410	7,738	7,738	7,738	7,738	7,738	7,738	7,738	7,738	7,738	6,435	-	82,640	82,640	-
3301	OASDI	643	1,321	2,318	2,318	2,318	2,318	2,318	2,318	2,318	2,318	2,318	1,927	-	24,752	24,752	-
3311	Medicare	2,069	2,282	2,570	2,570	2,570	2,570	2,570	2,570	2,570	2,570	864	718	-	26,495	26,495	-
3401	Health and Welfare	9,525	9,525	9,525	9,525	9,525	9,525	9,525	9,525	9,525	9,525	9,525	9,525	-	114,300	114,300	-
3501	State Unemployment	110	110	110	110	110	110	548	439	219	110	110	110	-	2,193	2,193	-
3601	Workers' Compensation	1,427	1,574	1,773	1,773	1,773	1,773	1,773	1,773	1,773	1,773	596	495	-	18,273	18,273	-
		37,290	41,200	46,623	46,623	46,623	46,623	47,062	46,952	46,733	46,623	24,740	22,189	-	499,280	499,280	-
Books and Supplies																	
4100	Textbooks and Core Materials	-	4,000	4,000	4,000	4,000	-	-	-	-	-	-	-	-	16,000	16,000	-
4200	Books and Reference Materials	1,200	1,200	1,200	1,200	1,200	-	-	-	-	-	-	-	-	6,000	6,000	-
4302	School Supplies	3,833	3,833	3,833	3,833	3,833	3,833	3,833	3,833	3,833	3,833	3,833	3,833	-	46,000	46,000	-
4310	Office Expense	833	833	833	833	833	833	833	833	833	833	833	833	-	10,000	10,000	-
4312	School Fundraising Expense	208	208	208	208	208	208	208	208	208	208	208	208	-	2,500	2,500	-
4400	Noncapitalized Equipment	-	23,600	23,600	23,600	23,600	23,600	-	-	-	-	-	-	-	118,000	-	(118,000)
		6,075	33,675	33,675	33,675	33,675	28,475	4,875	4,875	4,875	4,875	4,875	4,875	-	198,500	80,500	(118,000)

Blue Oak Charter School

Monthly Cash Flow/Budget FY20-21

Revised 7/31/2020



ADA = 293.37

Subagreement Services

- 5102 Special Education
- 5105 Security

Operations and Housekeeping

- 5201 Auto and Travel
- 5300 Dues & Memberships
- 5400 Insurance
- 5501 Utilities
- 5502 Janitorial Services
- 5900 Communications
- 5901 Postage and Shipping

Facilities, Repairs and Other Leases

- 5601 Rent
- 5603 Equipment Leases
- 5610 Repairs and Maintenance

Professional/Consulting Services

- 5801 IT
- 5802 Audit & Taxes
- 5803 Legal
- 5804 Professional Development
- 5805 General Consulting
- 5806 Special Activities/Field Trips
- 5809 Other taxes and fees
- 5810 Payroll Service Fee
- 5811 Management Fee
- 5812 District Oversight Fee
- 5815 Public Relations/Recruitment

Depreciation

- 6900 Depreciation Expense

Interest

- 7438 Interest Expense

Total Expenses

Monthly Surplus (Deficit)

Cash Flow Adjustments

- Monthly Surplus (Deficit)
- Cash flows from operating activities
 - Depreciation/Amortization
 - Public Funding Receivables
 - Prepaid Expenses
 - Accounts Payable
 - Accrued Expenses
 - Summer Holdback
- Cash flows from investing activities
 - Purchases of Prop. And Equip.
- Cash flows from financing activities
 - Proceeds(Payments) on Debt

Total Change in Cash

Cash, Beginning of Month

Cash, End of Month

	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Year-End Accruals	Annual Budget	Original Budget Total	Favorable / (Unfav.)
Subagreement Services																
5102 Special Education	-	11,647	11,647	11,647	11,647	11,647	11,647	11,647	11,647	11,647	11,647	11,647	-	128,120	128,120	-
5105 Security	-	136	136	136	136	136	136	136	136	136	136	136	-	1,500	1,500	-
	-	11,784	11,784	11,784	11,784	11,784	11,784	11,784	11,784	11,784	11,784	11,784	-	129,620	129,620	-
Operations and Housekeeping																
5201 Auto and Travel	-	273	273	273	273	273	273	273	273	273	273	273	-	3,000	3,000	-
5300 Dues & Memberships	83	83	83	83	83	83	83	83	83	83	83	83	-	1,000	1,000	-
5400 Insurance	3,202	3,202	3,202	3,202	3,202	3,202	3,202	3,202	3,202	3,202	3,202	3,202	-	38,421	38,421	-
5501 Utilities	5,833	5,833	5,833	5,833	5,833	5,833	5,833	5,833	5,833	5,833	5,833	5,833	-	70,000	70,000	-
5502 Janitorial Services	917	917	917	917	917	917	917	917	917	917	917	917	-	11,000	13,200	2,200
5900 Communications	833	833	833	833	833	833	833	833	833	833	833	833	-	10,000	10,000	-
5901 Postage and Shipping	-	-	100	100	100	100	100	100	100	100	100	100	-	1,000	1,000	-
	10,868	11,141	11,241	11,241	11,241	11,241	11,241	11,241	11,241	11,241	11,241	11,241	-	134,421	136,621	2,200
Facilities, Repairs and Other Leases																
5601 Rent	48,867	48,867	48,867	48,867	48,867	48,867	48,867	48,867	48,867	48,867	48,867	48,867	-	586,404	586,404	-
5603 Equipment Leases	1,450	1,450	1,450	1,450	1,450	1,450	1,450	1,450	1,450	1,450	1,450	1,450	-	17,400	17,400	-
5610 Repairs and Maintenance	633	633	633	633	633	633	633	633	633	633	633	633	-	7,600	3,400	(4,200)
	50,950	50,950	50,950	50,950	50,950	50,950	50,950	50,950	50,950	50,950	50,950	50,950	-	611,404	607,204	(4,200)
Professional/Consulting Services																
5801 IT	1,017	1,017	1,017	1,017	1,017	1,017	1,017	1,017	1,017	1,017	1,017	1,017	-	12,200	11,900	(300)
5802 Audit & Taxes	-	-	-	1,167	1,167	1,167	-	-	-	-	-	-	-	3,500	6,000	2,500
5803 Legal	625	625	625	625	625	625	625	625	625	625	625	625	-	7,500	12,000	4,500
5804 Professional Development	-	-	500	500	500	500	500	500	500	500	500	500	-	5,000	5,000	-
5805 General Consulting	-	-	2,035	2,035	2,035	2,035	2,035	2,035	2,035	2,035	2,035	2,035	-	20,347	20,347	-
5806 Special Activities/Field Trips	-	-	-	-	-	3,333	3,333	3,333	-	-	-	-	-	10,000	10,000	-
5809 Other taxes and fees	-	-	300	300	300	300	300	300	300	300	300	300	-	3,000	3,000	-
5810 Payroll Service Fee	408	408	408	408	408	408	408	408	408	408	408	408	-	4,900	4,500	(400)
5811 Management Fee	6,146	6,146	6,146	6,146	6,146	6,146	6,146	6,146	6,146	6,146	6,146	6,146	-	73,754	61,061	(12,693)
5812 District Oversight Fee	-	1,291	1,732	2,727	2,118	2,118	2,727	2,118	1,871	1,583	974	974	6,554	26,787	22,634	(4,153)
5815 Public Relations/Recruitment	-	-	300	300	300	300	300	300	300	300	300	300	-	3,000	3,000	-
	8,196	9,487	13,063	15,225	14,615	17,949	17,392	16,782	13,202	12,914	12,305	12,305	6,554	169,988	159,442	(10,546)
Depreciation																
6900 Depreciation Expense	1,619	1,619	1,619	1,619	1,619	1,619	1,619	1,619	1,619	1,619	1,619	1,619	-	19,426	19,426	-
	1,619	1,619	1,619	1,619	1,619	1,619	1,619	1,619	1,619	1,619	1,619	1,619	-	19,426	19,426	-
Interest																
7438 Interest Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenses	257,686	317,249	346,212	348,373	347,764	345,897	322,178	321,459	317,660	317,262	177,118	164,490	6,554	3,589,901	3,459,355	(130,546)
Monthly Surplus (Deficit)	(248,908)	(177,073)	37,671	(13,078)	(115,124)	(108,311)	183,099	(95,929)	(100,823)	(93,760)	16,208	(62,132)	875,963	97,802	(406,307)	504,109
Cash Flow Adjustments																
Monthly Surplus (Deficit)	(248,908)	(177,073)	37,671	(13,078)	(115,124)	(108,311)	183,099	(95,929)	(100,823)	(93,760)	16,208	(62,132)	875,963	97,802		
Cash flows from operating activities																
Depreciation/Amortization	1,619	1,619	1,619	1,619	1,619	1,619	1,619	1,619	1,619	1,619	1,619	1,619	-	19,426		
Public Funding Receivables	9,140	536,532	-	47,911	-	35,300	-	-	-	-	-	-	(882,516)	(253,633)		
Prepaid Expenses	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Accounts Payable	(1,625)	-	-	-	-	-	-	-	-	-	-	-	6,554	4,929		
Accrued Expenses	-	(199,613)	-	-	-	-	-	-	-	52,210	33,209	31,295	-	(82,899)		
Summer Holdback	11,628	11,628	11,628	11,628	11,628	11,628	11,628	11,628	11,628	11,628	(58,140)	(58,140)	-	-		
Cash flows from investing activities																
Purchases of Prop. And Equip.	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Cash flows from financing activities																
Proceeds(Payments) on Debt	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Total Change in Cash	(228,147)	173,093	50,918	48,079	(101,877)	(59,764)	196,346	(82,682)	(87,577)	(28,303)	(7,104)	(87,358)				
Cash, Beginning of Month	502,210	274,063	447,156	498,074	546,153	444,276	384,512	580,858	498,176	410,599	382,296	375,192				
Cash, End of Month	274,063	447,156	498,074	546,153	444,276	384,512	580,858	498,176	410,599	382,296	375,192	287,834				

2018-19 Title II, Part A Fiscal Year Expenditure Report, 24 Months

A report of year-to-date expenditures and encumbrances by activity. Activity period covered is July 1, 2018 through June 30, 2020.

CDE Program Contact:

Arianna Bobadilla (Fiscal), Division Support Office, abobadilla@cde.ca.gov, 916-319-0208

Lisa Fassett (Program), Standards Implementation Support Office, lfassett@cde.ca.gov, 916-323-4963

2018-19 Title II, Part A allocation	\$12,283
Transferred-in amount	\$0
Transferred-out amount	\$0
2018-19 Total allocation	\$12,283

Professional Development Expenditures

Professional development for teachers	
Professional development for administrators	
All other professional development expenditures	

Recruitment, Training, and Retention Expenditures

Recruitment activities	
Training activities	\$12,283
Retention activities	
All other recruitment, training, and retention expenditures	

Miscellaneous Expenditures

Class size reduction	
Administrative and indirect costs	
Equitable services for nonprofit private schools	
All other allowable expenditures and encumbrances	
Total expenditures and encumbrances	\$12,283
2018-19 Unspent funds	\$0

*****Warning*****

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2019-20 Title II, Part A Fiscal Year Expenditure Report, 12 Months

A report of year-to-date expenditures and encumbrances by activity. Activity period covered is July 1, 2019 through June 30, 2020

CDE Program Contact:

Arianna Bobadilla (Fiscal), Division Support Office, abobadilla@cde.ca.gov, 916-319-0208

Lisa Fassett (Program), Standards Implementation Support Office, lfassett@cde.ca.gov, 916-323-4963

2019-20 Title II, Part A allocation	\$11,637
Transferred-in amount	\$0
Transferred-out amount	\$11,637
2019-20 Total allocation	\$0

Professional Development Expenditures

Professional development for teachers	
Professional development for administrators	
All other professional development expenditures	

Recruitment, Training, and Retention Expenditures

Recruitment activities	
Training activities	
Retention activities	
All other recruitment, training, and retention expenditures	

Miscellaneous Expenditures

Class size reduction	
Administrative and indirect costs	
Equitable services for nonprofit private schools	
All other allowable expenditures and encumbrances	
Total expenditures and encumbrances	\$0
2019-20 Unspent funds	\$0

*****Warning*****

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2019-20 Title IV, Part A LEA Use of Funds Report

A use of funds report of year-to-date expenditures by activity.

CDE Program Contact:

Federal Programs and Reporting Office, TitleIV@cde.ca.gov, -

2019-20 Title IV, Part A LEA allocation	\$10,000
Transferred-in amount	\$0
Total funds transferred out of Title IV, Part A	\$0
Total LEA Reservations	\$0
2019-20 Title IV, Part A LEA adjusted allocation	\$10,000
Well-Rounded	0
Safe and Healthy Students	0
Effective Use of Technology	10,000
Carryover as of September 30, 2020	\$0

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2019-20 Homeless Education Policy, Requirements, and Implementation

The purpose of this data collection is to meet federal requirements specified in 42 United States Code 11431 et seq. (Education for Homeless Children and Youths Act) and some federal requirements in Title I, Part A of the Elementary and Secondary Education Act (ESEA). This collection includes monitoring local educational agencies (LEAs) and their compliance with key provisions of the Education for Homeless Children and Youths Act including the collection of contact information for each required designated LEA's homeless liaison.

CDE Program Contact:

Leanne Wheeler, Integrated Student Support and Programs Office, lwheeler@cde.ca.gov, 916-319-0383
Karmina Barrales, Integrated Student Support and Programs Office, KBarrales@cde.ca.gov, 916-327-9692

Homeless Education Certification

The LEA hereby assures that the LEA has met the following requirements:

1. Designated a staff person as the liaison for homeless children and youths;
2. Developed a written policy that supports the enrollment and retention of homeless children and youths in schools of the LEA which:
 - a) Includes policies and practices to ensure that homeless children and youths are not stigmatized or segregated on the basis of their status as homeless;
 - b) Includes a dispute resolution process;
 - c) Ensures that transportation is provided for a homeless child or youth to and from the school of origin if requested by the parent, guardian or homeless liaison;
3. Disseminated public notice of the educational rights of homeless children and youths where such children and youths receive services under the provisions of the Education for Homeless Children and Youths Act.

Homeless Liaison Contact Information

Homeless liaison first name	Susan
Homeless liaison last name	Domenighini
Homeless liaison title	Executive Director
Homeless liaison email address (Format: abc@xyz.zyx)	sdomenghini@blueoakcharterschool.org
Homeless liaison telephone number (Format: 999-999-9999)	530-879-7483
Homeless liaison telephone extension	
Enter the full-time equivalent (FTE) for all personnel directly responsible for the implementation of homeless education (Format: 0.00)	1.00

Homeless Liaison Training Information

Warning

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2019-20 Homeless Education Policy, Requirements, and Implementation

The purpose of this data collection is to meet federal requirements specified in 42 United States Code 11431 et seq. (Education for Homeless Children and Youths Act) and some federal requirements in Title I, Part A of the Elementary and Secondary Education Act (ESEA). This collection includes monitoring local educational agencies (LEAs) and their compliance with key provisions of the Education for Homeless Children and Youths Act including the collection of contact information for each required designated LEA's homeless liaison.

CDE Program Contact:

Leanne Wheeler, Integrated Student Support and Programs Office, lwheeler@cde.ca.gov, 916-319-0383
Karmina Barrales, Integrated Student Support and Programs Office, KBarrales@cde.ca.gov, 916-327-9692

Has the homeless liaison attended and/or participated in a homeless education liaison training within the last two years	Yes
Has the homeless liaison provided training to the following personnel:	
Principals and other school leaders	Yes
Attendance officers and registrars	Yes
Teachers and instructional assistants	Yes
School counselors	Yes

Homeless Education Policy and Requirements

Does the LEA have a written homeless education policy	Yes
No policy comment	
Provide an explanation why the LEA does not have a homeless education policy. (Maximum 500 characters)	
Date LEA's board approved the homeless education policy	08/30/2014
Does the LEA meet the above federal requirements	Yes
Compliance comment	
Provide an explanation why the LEA does not comply with federal requirements. (Maximum 500 characters)	

Title I, Part A Homeless Expenditures

2019-20 Title I, Part A LEA allocation	\$77,683
2019-20 Title I, Part A direct or indirect services to homeless children reservation	\$2
Amount of 2019-20 Title I, Part A funds expended or encumbered for direct or indirect services to homeless children	\$0
Homeless services provided (Maximum 500 characters)	
No expenditures or encumbrances comment	Blue Oak has had no requests for services.
Provide an explanation why there are no Title I, Part A expenditures or encumbrances for homeless services. (Maximum 500 characters)	

*****Warning*****

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2020-21 Protected Prayer Certification

Every Student Succeeds Act (ESSA) Section 8524 specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

CDE Program Contact:

Franco Rozic, Title I Monitoring and Support Office, frozic@cde.ca.gov, 916-319-0269

Protected Prayer Certification Statement

The local educational agency (LEA) hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Susan Domenighini
Authorized Representative's Title	Executive Director
Authorized Representative's Signature Date	08/11/2020
Comment	
If the LEA is not able to certify at this time, then an explanation must be provided in the Comment field. (Maximum 500 characters)	

*****Warning*****

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2020-21 LCAP Federal Addendum Certification**CDE Program Contact:**Local Agency Systems Support Office, LCFF@cde.ca.gov, 916-323-5233**Initial Application**

To receive initial funding under the Every Student Succeeds Act (ESSA), a local educational agency (LEA) must have a plan approved by the State Educational Agency on file with the State. Within California, LEAs that apply for ESSA funds for the first time are required to complete the Local Control and Accountability Plan (LCAP), the LCAP Federal Addendum Template (Addendum), and the Consolidated Application (ConApp). The LCAP, in conjunction with the Addendum and the ConApp, serve to meet the requirements of the ESSA LEA Plan.

In order to initially apply for funds, the LEA must certify that the current LCAP has been approved by the local governing board or governing body of the LEA. As part of this certification, the LEA agrees to submit the LCAP Federal Addendum, that has been approved by the local governing board or governing body of the LEA, to the California Department of Education (CDE) and acknowledges that the LEA agrees to work with the CDE to ensure that the Addendum addresses all required provisions of the ESSA programs for which they are applying for federal education funds.

Returning Application

If the LEA certified a prior year LCAP Federal Addendum Certification data collection form in the Consolidated Application and Reporting System, then the LEA may use in this form the same original approval or adoption date used in the prior year form.

County Office of Education (COE) / District For a COE, enter the original approval date as the day the CDE approved the current LCAP. For a district, enter the original approval date as the day the COE approved the current LCAP	
Direct Funded Charter Enter the adoption date of the current LCAP	06/18/2019
Authorized Representative's Full Name	Susan Domenighini
Authorized Representative's Title	Executive Director

*****Warning*****

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2020-21 Application for Funding**CDE Program Contact:**Consolidated Application Support Desk, Education Data Office, conappsupport@cde.ca.gov, 916-319-0297**Local Governing Board Approval**

The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

Date of approval by local governing board	08/11/2020
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District English Learner Advisory Committee Review

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

DELAC representative's full name (non-LEA employee)	
DELAC review date	
Meeting minutes web address Please enter the web address of DELAC review meeting minutes (format http://SomeWebsiteName.xxx). If a web address is not available, then the LEA must keep the minutes on file which indicate that the application was reviewed by the committee.	
DELAC comment If an advisory committee refused to review the application, or if DELAC review is not applicable, enter a comment. (Maximum 500 characters)	Blue Oak has less than 50 English Learners.

Application for Categorical Programs

To receive specific categorical funds for a school year, the LEA must apply for the funds by selecting Yes below. Only the categorical funds that the LEA is eligible to receive are displayed.

Title I, Part A (Basic Grant) ESSA Sec. 1111et seq. SACS 3010	Yes
Title II, Part A (Supporting Effective Instruction) ESEA Sec. 2104 SACS 4035	Yes
Title III English Learner ESEA Sec. 3102 SACS 4203	No
Title III Immigrant ESEA Sec. 3102 SACS 4201	No

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2020-21 Application for Funding**CDE Program Contact:**Consolidated Application Support Desk, Education Data Office, conappsupport@cde.ca.gov, 916-319-0297

Title IV, Part A (Student and School Support) ESSA Sec. 4101 SACS 4127	Yes
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*****Warning*****

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2020-21 Substitute System for Time Accounting

This certification may be used by auditors and by California Department of Education oversight personnel when conducting audits and sub-recipient monitoring of the substitute time-and-effort system. Approval is automatically granted when the local educational agency (LEA) submits and certifies this data collection.

CDE Program Contact:

Arturo Ambriz, Fiscal Oversight and Support Office, AAmbriz@cde.ca.gov, 916-323-0765

The LEA certifies that only eligible employees will participate in the substitute system and that the system used to document employee work schedules includes sufficient controls to ensure that the schedules are accurate.

Detailed information on documenting salaries and wages, including both substitute systems of time accounting, are described in Procedure 905 of the California School Accounting Manual posted on the web at <https://www.cde.ca.gov/fg/ac/sa/>.

2020-21 Request for authorization	Yes
LEA certifies that the following is a full disclosure of any known deficiencies with the substitute system or known challenges with implementing the system (Maximum 500 characters)	There are no known deficiencies.

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

Blue Oak Charter Council

Member Contract Information 2020/2021

Atehortua, Trisha

Parent Member

Bonea, Heather

Parent Member

Hill-Ward, Laurel

Community Member

McDaniel, Monica

Community Member

Parker, Chelsea

Parent Member

Swanson, Laura

Community Member

Wonacott, Vicki

Community Member



BLUE OAK SCHOOL

Charter Council 2020/2021

3rd Tuesday of Each Month

Tuesday, August 25, 2020

Tuesday, September 15, 2020

Tuesday, October 20, 2020

Tuesday, November 17, 2020

Tuesday, December 15, 2020

Tuesday, January 19, 2021

Tuesday, February 16, 2021

Tuesday, March 23, 2021 (*moved one week forward*)

Tuesday, April 20, 2021

Tuesday, May 18, 2021

Tuesday, June 15, 2021

Tuesday, July 20, 2021

Blue Oak Charter School Youth Suicide Prevention Policy

California *Education Code (EC)* Section 215, as added by Assembly Bill 2246, (Chapter 642, Statutes of 2016) mandates that the Governing Board of any local educational agency (LEA) that serves pupils in grades seven to twelve, inclusive, adopt a policy on pupil suicide prevention, intervention, and postvention. The policy shall specifically address the needs of high-risk groups, including suicide awareness and prevention training for teachers, and ensure that a school employee acts within the authorization and scope of the employee's credential or license.

The Governing Board of Blue Oak Charter School recognizes that suicide is a leading cause of death among youth and that an even greater amount of youth consider (17 percent of high school students) and attempt suicide (over 8 percent of high school students) (Centers for Disease Control and Prevention, 2015).

The possibility of suicide and suicidal ideation requires vigilant attention from our school staff. As a result, we are ethically and legally responsible for providing an appropriate and timely response in preventing suicidal ideation, attempts, and deaths. We also must work to create a safe and nurturing campus that minimizes suicidal ideation in students.

Recognizing that it is the duty of the district and schools to protect the health, safety, and welfare of its students, this policy aims to safeguard students and staff against suicide attempts, deaths and other trauma associated with suicide, including ensuring adequate supports for students, staff, and families affected by suicide attempts and loss. As it is known that the emotional wellness of students greatly impacts school attendance and educational success, this policy shall be paired with other policies that support the emotional and behavioral wellness of students.

This policy is based on research and best practices in suicide prevention, and has been adopted with the understanding that suicide prevention activities decrease suicide risk, increase help-seeking behavior, identify those at risk of suicide, and decrease suicidal behaviors. Empirical evidence refutes a common belief that talking about suicide can increase risk or "place the idea in someone's mind."

In an attempt to reduce suicidal behavior and its impact on students and families, the Administrator's Designee, Marcia Ramstrom (Crisis Counselor, Lotus Educational Services), has developed strategies for suicide prevention, intervention, and postvention, and identified mental health challenges frequently associated with suicidal thinking and behavior.

These strategies include professional development for all school personnel in all job categories who regularly interact with students or are in a position to recognize the risk factors and warning signs of suicide, including substitute teachers, volunteers, expanded

learning staff (afterschool) and other individuals in regular contact with students such as crossing guards, tutors, and coaches.

The Administrator's designee, Marcia Ramstrom, has developed and implemented preventive strategies and intervention procedures that include the following:

Overall Strategic Plan for Suicide Prevention

School-employed mental health professionals (including school counselors, psychologists, social workers, nurses, and administrators), local health agencies and professionals, law enforcement, and community organizations are a part of planning, implementing, and evaluating the district's strategies for suicide prevention and intervention. Working in conjunction with local government agencies, community-based organizations, and other community supports we've identified these additional resources:

Butte County Adult Mental Health Services- (530) 891-2784

Butte County Youth Mental Health Services- (530) 891-2945

Substance Use Disorder Services- (530) 879-3950

Enloe Medical Center- (530) 332-7300

Enloe Behavioral Health- (530) 332-5250

To ensure the policies regarding suicide prevention are properly adopted, implemented, and updated, the district has appointed a team to serve as the suicide prevention point of contact for the district. In addition, Marcia Ramstrom, Crisis Counselor, shall serve as the liaison and coordinate and implement suicide prevention activities on our campus.

This policy shall be reviewed and revised annually in conjunction with the previously mentioned community stakeholders.

Prevention

A. Messaging about Suicide Prevention

Messaging about suicide has an effect on suicidal thinking and behaviors. Consequently, Blue Oak Charter School, along with its partners has critically reviewed and will continue to review all materials and resources used in awareness efforts to ensure they align with best practices for safe messaging about suicide.

B. Suicide Prevention Training and Education

The Blue Oak Charter School, along with its partners has carefully reviewed available staff training to ensure it promotes the mental health model of suicide prevention and does not encourage the use of the stress model to explain suicide.

Training shall be provided for all school staff members and other adults on campus (including substitutes and intermittent staff, volunteers, interns, tutors, coaches, and expanded learning [afterschool] staff).

Training:

- At least annually, all staff shall receive training on the risk factors and warning signs of suicide, suicide prevention, intervention, referral, and postvention. LivingWorks Start & safeTALK meet this criteria.
- In addition to initial orientations to the core components of suicide prevention, ongoing annual staff professional development for all staff should include the following components:
 - The impact of traumatic stress on emotional and mental health;
 - Common misconceptions about suicide;

- School and community suicide prevention resources;
 - Appropriate messaging about suicide (correct terminology, safe messaging guidelines);
 - The factors associated with suicide (risk factors, warning signs, protective factors);
 - How to identify youth who may be at risk of suicide;
 - Appropriate ways to interact with a youth who is demonstrating emotional distress or is suicidal. Specifically, how to talk with a student about their thoughts of suicide and (based on district guidelines) how to respond to such thinking; how to talk with a student about thoughts of suicide and appropriately respond and provide support based on district guidelines;
 - District-approved procedures for responding to suicide risk (including multi-tiered systems of support and referrals). Such procedures should emphasize that the suicidal student should be constantly supervised until a suicide risk assessment is completed;
 - District-approved procedures for responding to the aftermath of suicidal behavior (suicidal behavior postvention);
 - Responding after a suicide occurs (suicide postvention);
 - Resources regarding youth suicide prevention;
 - Emphasis on stigma reduction and the fact that early prevention and intervention can drastically reduce the risk of suicide;
 - Emphasis that any student who is identified to be at risk of suicide is to be immediately referred (same day) for assessment while being constantly monitored by a staff member.
- The professional development also shall include additional information regarding groups of students judged by the school, and available research, to be at elevated risk for suicide. These groups include, but are not limited to, the following:
 - Youth affected by suicide;
 - Youth with a history of suicide ideation or attempts;
 - Youth with disabilities, mental illness, or substance abuse disorders;

- Lesbian, gay, bisexual, transgender, or questioning youth;
- Youth experiencing homelessness or in out-of-home settings, such as foster care;
- Youth who have suffered traumatic experiences;

C. Employee Qualifications and Scope of Services

Employees of the Blue Oak Charter School and their partners must act only within the authorization and scope of their credential or license. While it is expected that school professionals are able to identify suicide risk factors and warning signs, and to prevent the immediate risk of a suicidal behavior, treatment of suicidal ideation is typically beyond the scope of services offered in the school setting. In addition, treatment of the mental health challenges often associated with suicidal thinking typically requires mental health resources beyond what schools are able to provide.

D. Specialized Staff Training (Assessment)

Additional professional development in suicide risk assessment and crisis intervention shall be provided to mental health professionals (school counselors, psychologists, social workers, and nurses) employed by the Blue Oak Charter School.

E. Parents, Guardians, and Caregivers Participation and Education

- To the extent possible, parents/guardians/caregivers should be included in all suicide prevention efforts. At a minimum, schools shall share with parents/guardians/caregivers the Blue Oak Charter School suicide prevention policy and procedures.
- This suicide prevention policy shall be prominently displayed on the Blue Oak Charter School Web page and included in the parent handbook.
- Parents/guardians/caregivers should be invited to provide input on the development and implementation of this policy.
- All parents/guardians/caregivers should have access to suicide prevention training that addresses the following:
 - Suicide risk factors, warning signs, and protective factors;

- How to talk with a student about thoughts of suicide;
- How to respond appropriately to the student who has suicidal thoughts. Such responses shall include constant supervision of any student judged to be at risk for suicide and referral for an immediate suicide risk assessment.

F. Student Participation and Education

The Blue Oak Charter School, along with its partners, has carefully reviewed available student curricula to ensure it promotes the mental health model of suicide prevention and does not encourage the use of the stress model to explain suicide.

Under the supervision of school-employed mental health professionals, and following consultation with county and community mental health agencies, students shall:

- Receive developmentally appropriate, student-centered education about the warning signs of mental health challenges and emotional distress;
- Receive developmentally appropriate guidance regarding the district's suicide prevention, intervention, and referral procedures.
- The content of the education shall include:
 - Coping strategies for dealing with stress and trauma;
 - How to recognize behaviors (warning signs) and life issues (risk factors) associated with suicide and mental health issues in oneself and others;
 - Help-seeking strategies for oneself and others, including how to engage school-based and community resources and refer peers for help;
 - Emphasis on reducing the stigma associated with mental illness and the fact that early prevention and intervention can drastically reduce the risk of suicide.

Student-focused suicide prevention education can be incorporated into classroom curricula (e.g., health classes, freshman orientation classes, science, and physical education).

The Blue Oak Charter School will support the creation and implementation of programs and/or activities on campus that raise awareness about mental wellness and suicide prevention (e.g., Mental Health Awareness Weeks, Peer Counseling Programs, Freshman Success Programs, and National Alliance on Mental Illness on Campus High School Clubs).

Intervention, Assessment, Referral

A. Staff

Two Blue Oak Charter School staff members who have received advanced training in suicide intervention shall be designated as the primary and secondary suicide prevention liaisons. Whenever a staff member suspects or has knowledge of a student's suicidal intentions, they shall promptly notify the primary designated suicide prevention liaison. If this primary suicide prevention liaison is unavailable, the staff shall promptly notify the secondary suicide prevention liaison.

- Under normal circumstances, the primary and/or secondary contact persons shall notify the principal, another school administrator, school psychologist or school counselor, if different from the primary and secondary contact persons. The names, titles, and contact information of multi-disciplinary crisis team members shall be distributed to all students, staff, parents/guardians/caregivers and be prominently available on school and district Web sites. The Suicide Prevention liaison designated for the Blue Oak Charter School is Marcia Ramstrom. Her telephone number is 530-440-6033.

The principal, another school administrator, school counselor, school psychologist, social worker, or nurse shall then notify, if appropriate and in the best interest of the student, the student's parents/guardians/caregivers as soon as possible and shall refer the student to mental health resources in the school or community. Determination of notification to parents/guardians/caregivers should follow a formal initial assessment to ensure that the student is not endangered by parental notification.

If the student is in imminent danger (has access to a gun, is on a rooftop, or in other unsafe conditions), a call shall be made to 911.

- Whenever a staff member suspects or has knowledge of a student's suicidal intentions, they shall promptly notify the primary or secondary suicide prevention liaisons.
- Students experiencing suicidal ideation shall not be left unsupervised.

- A referral process should be prominently disseminated to all staff members, so they know how to respond to a crisis and are knowledgeable about the school and community-based resources.
- The Superintendent or Designee shall establish crisis intervention procedures to ensure student safety and appropriate communications if a suicide occurs or an attempt is made by a student or adult on campus or at a school-sponsored activity.

B. Parents, Guardians, and Caregivers

A referral process should be prominently disseminated to all parents/guardians/caregivers, so they know how to respond to a crisis and are knowledgeable about the school and community-based resources.

C. Students

Students shall be encouraged to notify a staff member when they are experiencing emotional distress or suicidal ideation, or when they suspect or have knowledge of another student's emotional distress, suicidal ideation, or attempt. See All Staff Suicide Prevention Plan.

D. Parental Notification and Involvement

Each school within the Blue Oak Charter School shall identify a process to ensure continuing care for the student identified to be at risk of suicide. The following steps should be followed to ensure continuity of care:

- After a referral is made for a student, school staff shall verify with the parent/guardian/caregiver that follow-up treatment has been accessed. Parents/guardians/caregivers will be required to provide documentation of care for the student.
- If parents/guardians/caregivers refuse or neglect to access treatment for a student who has been identified to be at-risk for suicide or in emotional distress, the suicide point of contact (or other appropriate school staff member) will meet with the parents/guardians/caregivers to identify barriers to treatment (e.g., cultural stigma, financial issues) and work to rectify the situation and build understanding of the importance of care. If follow-up care for the student is still not provided, school staff should consider contacting Child Protective Services (CPS) to report neglect of the youth. To contact CPS, call 530-225-5144.

E. Action Plan for In-School Suicide Attempts

If a suicide attempt is made during the school day on campus, it is important to remember that the health and safety of the student and those around him/her is critical. The following steps should be implemented:

- Remain calm, remember the student is overwhelmed, confused, and emotionally distressed;
- Move all other students out of the immediate area;
- Immediately contact the administrator or suicide prevention liaison;
- Call 911 and give them as much information about any suicide note, medications taken, and access to weapons, if applicable;
- If needed, provide medical first aid until a medical professional is available;
- Parents/guardians/caregivers should be contacted as soon as possible;
- Do not send the student away or leave them alone, even if they need to go to the restroom;
- Listen and prompt the student to talk;
- Review options and resources of people who can help;
- Be comfortable with moments of silence as you and the student will need time to process the situation;
- Provide comfort to the student;
- Promise privacy and help, and be respectful, but do not promise confidentiality;
- Student should only be released to parents/guardians/caregivers or to a person who is qualified and trained to provide help.

F. Action Plan for Out-of-School Suicide Attempts

If a suicide attempt by a student is outside of Blue Oak Charter School property, it is crucial that the LEA protects the privacy of the student and maintain a confidential record of the actions taken to intervene, support, and protect the student. The following steps should be implemented:

- Contact the parents/guardians/caregivers and offer support to the family;
- Discuss with the family how they would like the school to respond to the attempt while minimizing widespread rumors among teachers, staff, and students;
- Obtain permission from the parents/guardians/caregivers to share information to ensure the facts regarding the crisis is correct;
- Designate a staff member to handle media requests;
- Provide care and determine appropriate support to affected students;
- Offer to the student and parents/guardians/caregivers steps for re-integration to school.

G. Supporting Students after a Mental Health Crisis

It is crucial that careful steps are taken to help provide the mental health support for the student and to monitor their actions for any signs of suicide. The following steps should be implemented after the crisis has happened:

- Treat every threat with seriousness and approach with a calm manner; make the student a priority;
- Listen actively and non-judgmental to the student. Let the student express his or her feelings;
- Acknowledge the feelings and do not argue with the student;
- Offer hope and let the student know they are safe and that help is provided. Do not promise confidentiality or cause stress;
- Explain calmly and get the student to a trained professional, guidance counselor, or designated staff to further support the student;
- Keep close contact with the parents/guardians/caregivers and mental health professionals working with the student.

H. Re-Entry to School After a Suicide Attempt

A student who threatened or attempted suicide is at a higher risk for suicide in the months following the crisis. Having a streamlined and well planned re-entry process ensures the safety and wellbeing of students who have previously attempted suicide and reduces the risk of another attempt. An appropriate re-entry process is an important component of suicide prevention. Involving students in planning for their return to school provides them with a sense of control, personal responsibility, and empowerment.

The following steps shall be implemented upon re-entry:

- Obtain a written release of information signed by parents/guardians/caregivers and providers;
- Confer with student and parents/guardians/caregivers about any specific requests on how to handle the situation;
- Inform the student's teachers about possible days of absences;
- Allow accommodations for student to make up work (be understanding that missed assignments may add stress to student);
- Mental health professionals or trusted staff members should maintain ongoing contact to monitor student's actions and mood;
- Work with parents/guardians/caregivers to involve the student in an aftercare plan.

I. Responding After a Suicide Death (Postvention)

A death by suicide in the school community (whether by a student or staff member) can have devastating consequences on students and staff. Therefore, it is vital that we are prepared ahead of time in the event of such a tragedy. Marcia Ramstrom, the Suicide Prevention liason for the Blue Oak Charter School, shall ensure that each school site adopts an action plan for responding to a suicide death as part of the general Crisis Response Plan. The Suicide Death Response Action Plan (Suicide Postvention Response Plan) needs to incorporate both immediate and long-term steps and objectives.

- Suicide Postvention Response Plan shall:
 - Identify a staff member to confirm death and cause (school site administrator);
 - Identify a staff member to contact deceased's family (within 24 hours);

- Enact the Suicide Postvention Response Plan, include an initial meeting of the district/school Suicide Postvention Response Team;
- Notify all staff members (ideally in-person or via phone, not via e-mail or mass notification).
- Coordinate an all-staff meeting, to include:
 - Notification (if not already conducted) to staff about suicide death;
 - Emotional support and resources available to staff;
 - Notification to students about suicide death and the availability of support services (if this is the protocol that is decided by administration);
 - Share information that is relevant and that which you have permission to disclose.
- Prepare staff to respond to needs of students regarding the following:
 - Review of protocols for referring students for support/assessment;
 - Talking points for staff to notify students;
 - Resources available to students (on and off campus).
- Identify students significantly affected by suicide death and other students at risk of imitative behavior;
- Identify students affected by suicide death but not at risk of imitative behavior;
- Communicate with the larger school community about the suicide death;
- Consider funeral arrangements for family and school community;
- Respond to memorial requests in respectful and non-harmful manner; responses should be handed in a thoughtful way and their impact on other students should be considered;
- Identify media spokesperson skilled to cover story without the use of explicit, graphic, or dramatic content (go to the Reporting on Suicide.Org Web site at www.reportingonsuicide.org). Research has proven that sensationalized media coverage can lead to contagious suicidal behaviors.

- Utilize and respond to social media outlets:
 - Identify what platforms students are using to respond to suicide death
 - Identify/train staff and students to monitor social media outlets
- Include long-term suicide postvention responses:
 - Consider important dates (i.e., anniversary of death, deceased birthday, graduation, or other significant event) and how these will be addressed
 - Support siblings, close friends, teachers, and/or students of deceased
 - Consider long-term memorials and how they may impact students who are emotionally vulnerable and at risk of suicide

RESOURCES

Resources for Schools:

For more information on **AB 2246** Pupil Suicide Prevention Policies, go to the California Legislative Information Web page at

https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201520160AB2246.

For resources regarding youth suicide prevention, go to the **State Superintendent of Public Instruction (SSPI)** letter regarding Suicide Prevention Awareness Month on the California Department of Education (CDE) Web page at

<http://www.cde.ca.gov/nr/el/le/yr16ltr0901.asp> and the Directing Change For Schools Web page at <http://www.directingchange.org/schools/>.

The K–12 Toolkit for Mental Health Promotion and Suicide Prevention has been created to help schools comply with and implement AB 2246, the Pupil Suicide Prevention Policies. The Toolkit includes resources for schools as they promote youth mental wellness, intervene in a mental health crisis, and support members of a school community after the loss of someone to suicide.

Additional information about this Toolkit for schools can be accessed on the Heard Alliance Web site at <http://www.heardalliance.org/>.

For information on **public messaging on suicide prevention**, see the National Action Alliance for Suicide Prevention Web site at

<http://suicidepreventionmessaging.actionallianceforsuicideprevention.org/>

For information on **engaging the media regarding suicide prevention**, see the Your Voice Counts Web page at

<http://resource-center.yourvoicecounts.org/content/making-headlines-guide-engaging-media-suicide-prevention-california-0>

For information on **how to use social media for suicide prevention**, see the Your Voice Counts Web page at

<http://resource-center.yourvoicecounts.org/content/how-use-social-media>

Reviewing the data annually to look for any patterns or trends of the prevalence or occurrence of suicide ideation, attempts, or death. Data from the **California School Climate, Health, and Learning Survey (Cal-SCHLS)** should also be analyzed to identify school climate deficits and drive program development. See the Cal-SCHLS Web site at <http://cal-schls.wested.org/>.

Trainings for School Staff and Parents:

Youth Mental Health First Aid (YMHFA) teaches a 5-step action plan to offer initial help to young people showing signs of a mental illness or in a crisis, and connect them with the appropriate professional, peer, social, or self-help care. YMHFA is an 8-hour interactive training for youth-serving adults without a mental health background. See the Mental Health First Aid Web page at <https://www.mentalhealthfirstaid.org/cs/take-a-course/course-types/youth/> Contact Marcia Ramstrom, MHFA trainer.

LivingWorks Start is an on-line training program

SafeTALK is a half-day alertness training that prepares anyone over the age of fifteen, regardless of prior experience or training, to become a suicide-alert helper. See the LivingWorks Web page at <https://www.livingworks.net/programs/safetalk/> Contact Marcia Ramstrom, safeTALK trainer.

Applied Suicide Intervention Skills Training (ASIST) is a two-day interactive workshop in suicide first aid. ASIST teaches participants to recognize when someone may have thoughts of suicide and work with them to create a plan that will support their immediate safety. See the LivingWorks Web page at <https://www.livingworks.net/programs/asist/> Contact Marcia Ramstrom, ASIST trainer.

Kognito At-Risk is an evidence-based series of three online interactive professional development modules designed for use by individuals, schools, districts, and statewide agencies. It includes tools and templates to ensure that the program is easy to disseminate and measures success at the elementary, middle, and high school levels. See the Kognito Web page at <https://www.kognito.com/products/pk12/>

Presentations for Students:

More Than Sad is school-ready and evidence-based training material, listed on the national Suicide Prevention Resource Center's best practices list, specifically designed for teen-level suicide prevention. See the American Foundation for Suicide Prevention Web page at <https://afsp.org/our-work/education/more-than-sad/>

Break Free from Depression (BFFD) is a 4-module curriculum focused on increasing awareness about adolescent depression and designed for use in high school classrooms. See the Boston Children's Hospital Web page at <http://www.childrenshospital.org/breakfree>

Coping and Support Training (CAST) is an evidence-based life-skills training and social support program to help at-risk youth. See the Reconnecting Youth Inc. Web page at <http://www.reconnectingyouth.com/programs/cast/>

Students Mobilizing Awareness and Reducing Tragedies (SMART) is a program comprised of student-led groups in high schools designed to give students the freedom to implement a suicide prevention on their campus that best fits their school's needs. See the SAVE Web page at <https://www.save.org/what-we-do/education/smart-schools-program-2/>

Linking Education and Awareness for Depression and Suicide (LEADS) for Youth is a school-based suicide prevention curriculum designed for high schools and educators that links depression awareness and secondary suicide prevention. LEADS for Youth is an informative and interactive opportunity for students and teachers to increase knowledge and awareness of depression and suicide. See the SAVE Web page at <https://www.save.org/what-we-do/education/leads-for-youth-program/>

Resources for Parents:

Parents as Partners: A Suicide Prevention Guide for Parents is a booklet that contains useful information for parents/guardians/caregivers who are concerned that their children may be at risk for suicide. It is available from Suicide Awareness Voices of Education (SAVE). See the SAVE Web page at <https://www.save.org/product/parents-as-partners/>

Resources for Postvention:

After a Suicide: A Toolkit for School is a comprehensive guide that will assist schools on what to do if a suicide death takes place in the school community. See the Suicide Prevention Resource Center Web page at <http://www.sprc.org/comprehensive-approach/postvention>

Help & Hope for Survivors of Suicide Loss is a guide to help those during the bereavement process and who were greatly affected by the death of a suicide. See the Suicide Prevention Resource Center Web page at <http://www.sprc.org/resources-programs/help-hope-survivors-suicide-loss>

For additional information on suicide prevention, intervention, and postvention, see the **Mental Health Recovery Services Model Protocol** Web page at http://www.mhrsonline.org/resources/suicide%5Cattempted_suicide_resources_for_schools-9/

Information on school climate and school safety is available on the **CDE Safe Schools Planning** Web page at <http://www.cde.ca.gov/ls/ss/vp/safeschlplanning.asp>

Additional resources regarding student mental health needs can be found in the SSPI letter **Responding to Student Mental Health Needs in School Safety Planning** at <http://www.cde.ca.gov/nr/el/le/yr14ltr0212.asp>.

The School Reentry for a Student Who Has Attempted Suicide or Made Serious Suicidal Threats is a guide that will assist in school re-entry for students after an attempted suicide. See the Mental Health Recovery Services Resource Web page at http://www.mhrsonline.org/resources/suicide%5Cattempted_suicide_resources_for_schools-9/

Agenda Item: Accept Employee Resignations

Prepared by: Susan Domenighini Charter Council Date: 08/25/2020

Background Information:

- Hot Spots [T-Mobile](#)
- Occupational Therapy - [Butte County Office of Education](#)
- Nurse - [Chico Country Day](#)
- Educationally Related Mental Health Services (ERMHS) - [Lotus Educational Services](#)
- School Psychologist - [STREAM Charter](#)

INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES
(Education Code Sections 56365 et seq.)

This agreement is effective on 1/29/2020 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, 2020, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency Blue Oak Charter School Nonpublic School _____

LEA Case Manager: Name Emily Smith Phone Number 530-879-7483 X 2009

Pupil Name _____ Sex: ☐ M ☒ F Grade: 4
(Last) (First) (M.I.)

Address: _____ City: _____ State/Zip: _____

DOB _____ Residential Setting: ☒ Home ☐ Foster ☐ LCI # _____ ☐ OTHER _____

Parent/Guardian _____ Phone (_____) _____
(Residence) (Business)

Address _____ City _____ State/Zip _____

Local Education Agency Blue Oak Charter School Nonpublic School _____

LEA Case Manager: Name Emily Smith Phone Number 530-879-7483 X 2009

Pupil Name _____ Sex: ☐ M ☒ F Grade: 5
(Last) (First) (M.I.)

Address: _____ City: _____ State/Zip: _____

DOB _____ Residential Setting: ☒ Home ☐ Foster ☐ LCI # _____ ☐ OTHER _____

Parent/Guardian _____ Phone _____
(Residence)

Address _____ City _____ State/Zip _____
(If different from student)

INDIVIDUAL SERVICES AGREEMENT (ISA)

Local Education Agency Blue Oak Charter School Nonpublic School _____

LEA Case Manager: Name Emily Smith Phone Number 530-879-7483 X 2009

Pupil Name _____ Sex: ☐ M ☒ F Grade: 3
(Last) (First) (M.I.)

Mom's Address: _____ City: _____ State/Zip: _____

Dad's Address: _____

DOB _____ Residential Setting: ☒ Home ☐ Foster ☐ LCI # _____ ☐ OTHER _____

Parent/Guardian _____ Phone _____
(Residence)

Address _____ City _____ State/Zip _____
(If different from student)

Local Education Agency Blue Oak Charter School Nonpublic School _____

LEA Case Manager: Name Emily Smith Phone Number 530-879-7483 X 2009

Pupil Name _____ Sex: ☒ M ☐ F Grade: 5
(Last) (First) (M.I.)

Address: _____ City: _____ State/Zip: _____

DOB _____ Residential Setting: ☒ Home ☐ Foster ☐ LCI # _____ ☐ OTHER _____

Parent/Guardian _____ Phone _____
(Residence)

Address _____ City _____ State/Zip _____
(If different from student)

T-Mobile for Education Covid-19 Agreement (Hotspot)

This T-Mobile for Education Agreement which will be effective as of the date the second Party signs this Agreement below ("**Agreement Effective Date**"), is by and between T-Mobile USA, Inc., a Delaware corporation ("**T-Mobile**" or "**Contractor**"), and Blue Oak Charter School, a(n) California Non-Profit Charter School, with its principal place of business at 450 East Ave., Chico, CA 95926 ("**Customer**").

1. Term. This Agreement term is 1 year of active paid service from the Agreement Effective Date and each line of Service will have a one-year term from date of activation ("**Term**").

2. Underlying Agreement. Customer agrees to purchase wireless mobile Services and Devices from T-Mobile and T-Mobile agrees to provide the Services and Devices to Customer based on the prices listed below. The terms of Customer's purchase and use of the Services will be governed by this Agreement and the NASPO ValuePoint Contract No. 1907 and applicable Participating Addendum ("**Master Agreement**").

(a) The NASPO Wireless Voice Service, Wireless Broadband Service, Accessories and Equipment Agreement No. 1907 ("**NASPO 1907 Agreement**") will expire on December 31, 2020. If Customer elects NASPO 1907 Agreement as the Master Agreement in Section 2 above, Customer agrees that this Agreement will be governed by the NASPO ValuePoint Wireless Data, Voice and Accessories Master Agreement No. MA176 and applicable Participating Addendum ("**NASPO MA176 Agreement**") effective on or before January 1, 2021.

(b) The terms and conditions of this Agreement or the Master Agreement will not be modified or superseded by any terms and conditions in a Customer generated Purchase Order. Purchase Orders will have no force or effect other than to denote quantity, the products or services purchased, delivery destinations, requested delivery dates and any other information required by this Agreement.

3. Offer/Pricing. Mobile Rate Plans include Mobile Device as listed below:

- Discounted or free mobile Internet devices dependent on rate plan as described below.

Rate Plan	Monthly Recurring Charge/Line*	Features	Device Discount/Subsidy** 1-Year Term
2GB	\$10	Up to 2GB of high-speed data, followed by data at reduced speeds up to 128kbps.	50% discount off a hotspot FRP (cost of hotspot before discount: \$84.00)
Government Unlimited LTE	\$20	Unlimited on device 4G LTE data	Hotspot to be provided at no charge (cost of hotspot before subsidy: \$84)

**This free hotspot offer is subject to inventory availability;

* Prices above do not include applicable taxes and surcharges; not qualified for any further aggregate volume discount.

4. **Total Order.** Customer agrees to order the following lines of Service and, if applicable, Devices. Amounts below do not include any applicable taxes and surcharges:

Total # of Lines of Service	Rate Plan (check applicable rate plan)	Term Length (months)	Total Service Charge for Term	Pre-Discount/Subsidy Cost per Device	Total Pre-Discount/Subsidy Cost of Devices	Total Subsidy Amount to Customer (Device Discount/Subsidy from Section 3 x # of Lines)	Total Customer Commitment for Service and Device for the Term of the Agreement ¹
15	<input type="checkbox"/> \$10 <input checked="" type="checkbox"/> \$20	12	\$3,600	\$84	\$1,260	\$1,260	\$3,600

¹ Total Customer Commitment for Service and Device is equal to the Total Service Charge for Term added to the Total Pre-Discount/Subsidy Cost of Device subtracted from the Total Subsidy Amount to Customer.

5. (a) **Requirements to qualify for Device Discount/Subsidy:**

- For the Device Discount/Subsidy to be effective, Customer must purchase a Device from T-Mobile with an activated line of Service based on the rate plan listed above under its Master Account. Each line of Service must be activated and maintained for at least 12 months from the date of activation without any suspension or termination of any line of Service that received the Device Discount/Subsidy (the "**Device Discount/Subsidy Term**");
- Customer agrees that it cannot change or move the lines of Service with a Device Discount/Subsidy to a rate plan with a different or lower Rate Plan during the Device Discount/Subsidy Term and if it does, Customer will reimburse T-Mobile for the Device Discount/Subsidy received, as set forth in Section (e) below;
- Each line of Service and each Device purchased must be activated in accordance with the terms of the Master Agreement;
- This Device Discount/Subsidy cannot be combined with any other discount or promo offers;
- Customer's account must remain in good standing with T-Mobile to receive the Device Discount/Subsidy; and
- Lines of Service that are terminated or suspended (without reactivation) within the Device Discount/Subsidy Term will be subject to repayment of the Device Discount/Subsidy as set forth below in Section (c). Customer may suspend lines during the summer months while Customer is not in session; however, the terms for those lines will be extended to qualify for the 12-month Device Discount/Subsidy Term, and the months while the lines are suspended will not qualify to meet the Device Discount/Subsidy Term.

(b) **Device Discount/Subsidy on Customer's Master Account.** Subject to the requirements in the Section above, T-Mobile will issue the Device Discount/Subsidy when Customer submits an order to T-Mobile under its Master Account.

(c) **Device Discount/Subsidy Term/Termination; Device Discount/Subsidy Repayment.** If any line of Service that received a Device Discount/Subsidy is terminated or suspended (without reactivation) prior to the end of the Device Discount/Subsidy Term, then Customer agrees to reimburse T-Mobile a pro rata portion of the Device Discount/Subsidy equal to 1/12th of the discounted or subsidized amount for each month remaining in the Device Discount/Subsidy Term. T-Mobile will charge Customer the repayment amount of the Device Discount/Subsidy for each line of Service terminated before the end of the Device Discount/Subsidy Term on Customer's monthly bill.

- 6. Primary Contacts:** The primary contact individuals for this Agreement are as follows (or their named successors):

T-Mobile/Contractor

Name:	David Bezzant, Sr. Director, T-Mobile For Government
Address:	c/o T-Mobile USA, Inc., 12920 SE 38 th Street, Bellevue, WA 98006
Telephone:	(480) 638-2608
Email:	David.Bezzant@T-Mobile.com

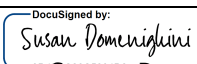
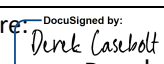

For Legal Notice – send a copy to:

Name:	Legal Department – Sales & Distribution, T-Mobile USA, Inc.
Address:	12920 SE 38 th Street, Bellevue, WA 98006

Customer:

Name of School/ Contact Name:	Blue Oak Charter School / Susan Domenighini, Executive Director
Address:	450 East Ave., Chico, CA 95926
Telephone:	530-879-7483
Email:	sdomenighini@blueoakcharterschool.org

This Agreement is executed by each Party's authorized representative as of the Agreement Effective Date.

Customer: Blue Oak Charter School	Contractor: T-Mobile USA, Inc.
Signature: 	Signature: 
Printed Name: Susan Domenighini	Printed Name: Derek Casebolt
Title: Executive Director	Title: Director of Sales
Date: 7/29/2020	Date: 7/29/2020
	Reviewed and Acknowledged:  7/29/2020 T-Mobile USA, Inc. CSCA Representative



NASPO ValuePoint

PARTICIPATING ADDENDUM

WIRELESS, DATA, VOICE AND ACCESSORIES

Led by the state of Utah

Master Agreement #: MA176-1

Contractor: **T-MOBILE USA, INC.**

Participating Entity: **BLUE OAK CHARTER SCHOOL**

1.Scope: This Participating Addendum ("PA") covers the NASPO ValuePoint Wireless, Data, Voice and Accessories Master Agreement led by the State of Utah (Master Agreement No: MA176-1) for use by state agencies and other entities, as provided in the Master Agreement, and as more specifically detailed in Paragraph 2, "Participation," below. There were four categories included in the solicitation:

Category 1: Cellular Wireless Services

Category 2: Equipment and Accessories

Contractor was awarded Categories 1, 2, 3A, and 3C.

Participating Entity has elected to participate in **Categories 1, 2** (unless indicated otherwise)

2. Participation: This PA may be used by all state agencies, institutions of higher education, political subdivisions and other entities who are authorized by the State Chief Procurement Official or otherwise eligible to place orders against this PA (collectively "Purchasing Entities"). It will be the responsibility of the Purchasing Entity to comply with any legal or regulatory provisions applicable to the Purchasing Entity. A Purchasing Entity may issue individual releases (Purchase Orders) against this PA on an as-needed basis.

3. Participating Entity Modifications or Additions are: **N/A**

4. Order of Precedence: Except as specifically provided otherwise herein, this PA consists of and precedence is established by the order of the following documents:

This PA; and

The Master Agreement (including the Master Agreement Order of Precedence established in the NASPO ValuePoint Master Terms and Conditions).

5. *[intentionally omitted]*

6. *[intentionally omitted]*

7. Individual Customer:

Each state agency, political subdivision or other entity placing an order under this Participating Addendum ("Purchasing Entity"), will be treated as if it was an Individual Customer. Except to the extent modified in this Participating Addendum, each agency, political subdivision or other entity will be responsible for compliance with the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for

Page 1 of 5

[Entity Name]

NASPO PA – Nonprofit (071020_jr) CSCA

Confidential and Proprietary



NASPO ValuePoint

PARTICIPATING ADDENDUM**WIRELESS, DATA, VOICE AND ACCESSORIES**

Led by the state of Utah

their purchases as the Lead State has in the Master Agreement. Each agency, political subdivision or other entity will be responsible for its own charges, fees and liabilities. Each Purchasing Entity will have the same rights to any indemnity or to recover any costs allowed in the contract for its purchases; and Contractor will apply the charges to each Participating Entity individually. The Individual Customer agrees to the terms of the Participating Addendum, including the disclosure of limited account information as part of the contractual reporting requirements to NASPO ValuePoint and/or the Participating Entity for purposes of monitoring the contract and calculating the administrative fee.

8. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	David Bezzant, Sr. Director, T-Mobile For Government
Address:	c/o T-Mobile USA, Inc., 12920 SE 38 th Street, Bellevue, WA 98006
Telephone:	(480) 638-2608
Fax:	
Email:	David.Bezzant@T-Mobile.com

For Legal Notice – send a copy to:

Name:	Legal Department, T-Mobile USA, Inc.
Address:	c/o T-Mobile USA, Inc., 12920 SE 38 th Street, Bellevue, WA 98006

Participating Entity

Name:	Blue Oak Charter School / Susan Domenighini, Executive Director
Address:	450 East Ave., Chico, CA 95926
Telephone:	530-879-7483
Fax:	
Email:	sdomenighini@blueoakcharterschool.org

9. Software Terms and Conditions: Purchasing Entities that acquire software shall be subject to the license agreements distributed with such software; however, in the event of a conflict in language between an end user license agreement (EULA) and the Master Agreement, the language in the Master Agreement will supersede and control. In addition, any language in a EULA which violates a Purchasing Entity's constitution, statute or other applicable law will be deemed void, and of no force or effect, as applied to the Purchasing Entity.

10. Offer/Pricing. Rate Plan pricing is attached to and incorporated in this PA as Exhibit A.

Page 2 of 5

[Entity Name]

NASPO PA – Nonprofit (071020_jr) CSCA

Confidential and Proprietary


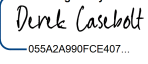
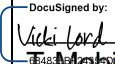


NASPO ValuePoint

PARTICIPATING ADDENDUM**WIRELESS, DATA, VOICE AND ACCESSORIES**

Led by the state of Utah

The parties have executed this Participating Addendum as of the date of final execution below.

Participating Entity: Blue Oak Charter School	Contractor: T-Mobile USA, Inc.
Signature:  <small>DocuSigned by: Susan Domenighini 3D45CC26C5804D2...</small>	Signature:  <small>DocuSigned by: Derek Casebolt 055A2A990FCE407...</small>
Printed Name: Susan Domenighini	Printed Name: Derek Casebolt
Title: Executive Director	Title: Director of sales
Date: 7/29/2020	Date: 7/29/2020
	Reviewed and Approved by:  <small>DocuSigned by: Vicki Lord 055A2A990FCE407...</small> 7/29/2020 T-Mobile USA, Inc. CSCA Representative

[Additional signatures may be added if required by the Participating Entity]

For questions on the Participating Addendum or NASPO ValuePoint cooperative contracting process, please contact the NASPO ValuePoint Cooperative Contract Coordinator assigned to this Portfolio, as provided on this Portfolio's webpage at www.naspovaluepoint.org or the NASPO ValuePoint team at ccc@naspovaluepoint.org.



NASPO ValuePoint

PARTICIPATING ADDENDUM**WIRELESS, DATA, VOICE AND ACCESSORIES**

Led by the state of Utah

EXHIBIT A
Government Unlimited Voice Subsidy Terms

Government Unlimited Voice Subsidized Rate Plans*						
Rate Plan	Monthly Recurring Charge per line	Voice	Data	Monthly Recurring Charge per Add-a-line	Monthly Recurring Charge per line after 16% Discount	Device Subsidy/Line
Government Unlimited L1	\$41	Unlimited	Unlimited	\$41	\$ 34.44	\$360
Government Unlimited L2	\$53	Unlimited	Unlimited	\$53	\$44.52	\$600

* Monthly Recurring Charge does not include taxes fees and surcharges.

A. Device Subsidy and Activation Credit. Subject to the requirements in Section 1.1 below, during the Term of the Agreement, Customer is eligible to receive a one-time device subsidy per new line of Service activated under the Master Account if such customer selects an eligible T-Mobile Rate Plan listed above, and purchases a device from T-Mobile (“**Device Subsidy**”) for that new line of Service; and Customer may also receive a one-time activation credit of \$100 per line of Services activated under the Master Account (“**Activation Credit**”). This Activation Credit is available to Customer through September 30, 2020.

1.1 Requirements to Qualify for Device Subsidy and Activation Credit.

- (a) For the Device Subsidy and Activation Credit to be effective, Customer must purchase a device from T-Mobile with an activated line of Service on an eligible Rate Plan listed above, under its Master Account. Each line of Service must be activated and maintained for at least 24 months from the date of activation without any suspension or termination of any line of Service that received the Device Subsidy (the “**Subsidy Term**”);
- (b) Customer agrees that they cannot change or move the lines of Service with a Device Subsidy to a Rate Plan with a lower monthly recurring charge during the Subsidy Term and if they do, Customer will reimburse T-Mobile for the Device Subsidy received, as set forth in Section 1.3 below;
- (c) Each line of Service and each device purchased must be activated in accordance with the terms of the Master Agreement;
- (d) This Device Subsidy or the Activation Credit cannot be combined with any other discount or promo offers;
- (e) Customer’s account must remain in good standing with T-Mobile to receive the Device Subsidy or the Activation Credit;
- (f) Customer cannot use T-Mobile’s Equipment Installment Program to purchase devices with this Device Subsidy or the Activation Credit;



NASPO ValuePoint

PARTICIPATING ADDENDUM

WIRELESS, DATA, VOICE AND ACCESSORIES

Led by the state of Utah

-
- (g) Customer may upgrade the device after 20 months from the date of activation, once full payment of the outstanding amounts for the device, including repayment of the Device Subsidy received, as set forth in Section 1.3 below.

For the avoidance of doubt, lines of Service that are terminated or suspended (without reactivation) within the Subsidy Term will be subject to repayment of the Device Subsidy or Activation Credit as set forth below.

1.2 Device Subsidy or Activation Credit on Customer's Master Account. Subject to the requirements in Section 1.1 above, T-Mobile will issue the Device Subsidy or Activation Credit when Customer submits an order to T-Mobile under its Master Account.

1.3 Subsidy Term/Termination; Device Subsidy or Activation Credit Repayment. If any line of Service that received a Device Subsidy or an Activation Credit is terminated or suspended (without reactivation) prior to the end of the Subsidy Term, then Customer agrees to reimburse T-Mobile a pro rata portion of the Device Subsidy or the Activation Credit equal to 1/24th of the subsidy amount for each month remaining in the Subsidy Term. T-Mobile will charge Customer the repayment amount of the Device Subsidy or Activation Credit for each line of Service terminated before the end of the Subsidy Term on Customer's monthly bill.

**BUTTE COUNTY OFFICE OF EDUCATION
MEMORANDUM OF UNDERSTANDING
FOR CONTRACTING WITH LEAs OUTSIDE BUTTE COUNTY SELPA**

This Memorandum of Understanding ("MOU") is entered between Butte County Office of Education ("District") and **Blue Oak Charter School** (LEA outside Butte County SELPA). District and LEA may be collectively referred to as the "Parties" or individually as a "Party." This MOU shall be effective as of the date of the last-executed signature below.

1. Purpose of MOU

Whereas Education Code section 56195.1, subdivision (e) provides that membership in a special education local plan area ("SELPA") does not limit a local educational agency's ("LEA") authority to contract for special education services from LEAs that are not members of their SELPA;

Whereas District is a member district of the Butte County SELPA and is willing to contract with Charter to provide special education and related services to students enrolled in Charter;

Whereas LEA is a district outside of the Butte County SELPA for the purposes of special education under Education Code Section 47640 and is a member district of **El Dorado Charter SELPA**;

Whereas LEA seeks to contract with BCOE in order for District personnel to provide special education and related services to students enrolled in LEA.

2. MOU Must be Renewed Annually

This MOU shall be in effect for the period beginning on **8/1/2020 and ending on 6/30/2021**. This MOU may be renewed at the end of that period by following the "Submission Procedures" set forth in Section 3 of this MOU. The MOU may be amended at any time by mutual consent of the Parties.

3. Submission Procedures

Unless there is a documented change in a student's Individualized Education Program ("IEP"), all services contracted for under this MOU will run for a period of one year, from **8/1/2020 to 6/30/2021**. On or before May 1st, LEA shall submit a written request for services to District. The written request shall list each type of service requested and the number of weekly/monthly/annual service hours requested for that service. Requests for educationally related mental health services ("ERMHS") or Assistive Technology services shall be made directly to the Butte County SELPA.

District shall provide LEA with a written response to the request for services from LEA. The District's response shall specify whether the District is willing to provide all, some, or none of the services requested. If District is willing to provide less than all the requested services, the response will list each type of service it is willing to provide and the number of weekly/monthly/annual service hours it is willing to provide. District has the sole discretion to determine how many service hours it is willing to provide. District's written response shall include a rate schedule for all requested services.

District may request a copy of LEA's annual budget report and/or other documentation regarding the fiscal health and management of the LEA. LEA shall provide requested documents within 10 business days of this request.

4. Scope of Services

The special education and related services to be provided by District are set forth in **Attachment A**. The scope of services set forth in **Attachment A** may be modified by mutual agreement of the Parties. All services will be provided at a District site unless otherwise agreed to by the Parties. District and LEA will mutually develop a schedule specifying the time, day, and location of services for each student served under this MOU.

5. District's Responsibilities

In addition to any other duties and responsibilities set forth in this MOU, District shall have the following responsibilities:

- a. Ensure that staff members working with LEA students will assist with the drafting of proposed goals and objectives for review and approval by the student's IEP team;
- b. Notify LEA if it has reason to believe that a LEA student requires reevaluation, change of placement or services, and/or an IEP team meeting; and
- c. Make its best efforts to ensure that staff members working with LEA students are available to attend IEP meetings or other meetings regarding the education of LEA students;

6. LEA's Responsibilities

In addition to any other duties and responsibilities set forth in this MOU, LEA shall have the following responsibilities:

- a. Provide District with copies of all relevant students records;
- b. Schedule, convene, and conduct, all IEP meetings for LEA students served under this MOU; and
- c. Provide timely notice to District when there is a change in a student's enrollment status at LEA, and/or when a student served under this MOU has been suspended or expelled.

7. Payment for Services

All DIS services will be billed at a flat rate to be determined annually. Billing will be split into 4 payments and District will send Invoice to LEA on the last school day of the months of October, January, April, and June. Invoice will show the specific services provided and/or offered during the billing period and the fees for those services plus mileage.

LEA shall process and pay each invoice within thirty (30) days from its receipt. If the payment for the invoice is not postmarked from the LEA within forty-five (45) days of the receipt of the invoice, the LEA agrees to pay an additional fee of 1.5% interest per month on amounts not paid, such interest being calculated beginning day forty-six (46) from receipt of the invoice. Interest shall be calculated in accordance with standard accounting procedures. District shall bill the LEA for the interest. Failure by LEA to pay an appropriately submitted invoice, including an invoice from a prior MOU between the Parties, within 90 days of receipt may be considered a breach of contract and is grounds for termination pursuant to Section 10 of this MOU.

8. Student Absences

LEA acknowledges that services provided by District under this MOU will be provided on an annual basis and that District will be modifying its special education staffing and/or caseloads in order to provide special education and related services to LEA students.

As such, LEA agrees that the District will be reimbursed for any services offered by the District when a student is absent. District shall notify LEA if a student is absent for four (4) or more sessions during the contract year.

9. Changes to Student's IEP/Student No Longer Attending LEA

If an IEP meeting is convened for a student receiving services under this MOU, and the IEP team agrees to reduce the services being provided, the scope of services set forth in **Attachment A** shall be modified to reflect the reduction in services.

If a student being served under this MOU is no longer attending the LEA, LEA shall notify District of the change in enrollment. Effective on the date that District receives notice of the change in enrollment, the scope of services set forth in **Attachment A** shall be modified to indicate the reduction in services.

10. Termination

Either LEA or District may terminate this MOU by providing the other party with thirty-days written notice except that District may terminate this MOU by providing LEA with written notice that it is unable or unwilling to provide the requested services pursuant to Section 3 of this MOU.

11. LEA Solely Responsible for Providing FAPE to Students Served Under MOU

Parties agree that the LEA remains responsible for ensuring that students served under this MOU receive FAPE as required by California and federal special education laws, Section 504 of the Rehabilitation Act of 1973, and related laws, even while the student is attending a program operated by and/or receiving related services from District pursuant to this MOU. The Parties further agree that District, for purposes of this MOU, is only intended to be a service provider under contract as authorized by Education Code section 56369. Parties also agree that this MOU does not constitute any form of interdistrict transfer or alternative attendance agreement that would transfer any responsibility for providing FAPE to District.

12. District and LEA Are Independent Contractors

LEA and District are independent parties to this MOU and each agree that this MOU was not intended to create the relationship of agent, servant, employee, partnership, joint venture or association.

13. Non-Exclusive Agreement

Parties agree that nothing herein is intended nor shall be construed as creating any exclusive arrangement between the Parties. This MOU shall not restrict LEA from contracting for services with other LEAs, nor shall it restrict District from providing services to other LEAs, including other LEAs.

14. Indemnification and Hold Harmless

Except as set forth in **Section 15**, LEA and District shall each defend, hold harmless and indemnify the other party, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of facilities, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with its service hereunder, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the indemnifying party, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

15. Responsibility for Litigation Costs

In the event of any compliance complaint, due process hearing request, or other litigation based on, arising from, or connected to the provision of services under this MOU, the LEA shall bear its own costs and shall reimburse District for all legal costs incurred from litigation of these claims.

16. Meet and Confer

If a dispute arises regarding any aspect of this MOU, the Parties agree that they shall meet and confer in a good faith effort to amicably resolve their difference prior to initiating any litigation. If the initial attempt to resolve the dispute is not successful, Parties may seek assistance from the Butte County SELPA except where SELPA is a party to the MOU.

17. Credentials, Licenses and Other Qualifications

District shall provide all special education and related services under this MOU using appropriately qualified staff. District shall provide appropriately credentialed teachers and/or licensed personnel consistent with the California laws and regulations unless the California Department of Education has granted a written waiver.

18. Severability/Waiver

If any provision of this MOU is determined to be illegal, unenforceable, or invalid, such provision shall in no way affect the validity of any other provision of this MOU. No waiver of any provision of this MOU

shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

19. Execution of MOU Electronically and In Counterparts

This MOU may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed MOU. A facsimile or scanned version of any party's signature shall be deemed an original signature.

IN WITNESS WHEREOF, the Parties via their respective authorized representatives have executed and entered into this MOU as of the date set next to the signatures below.

[Insert Names of District and LEA and Authorizing Representative from each]:

Dated: 7/10/2020

By: Mary Sakuma
Mary Sakuma, Superintendent
Butte County Office of Education

Dated: [Redacted]

By: [Redacted]
Rachel Ceja, Director of Special Education
For Blue Oak Charter School

Attachment A

Blue Oak Charter School

Student Name	Service Provided	Cost
Collyn Adams	OT	4,500
Gabriel Rivera	OT	4,500
Leon Smith	OT	4,500
Markus Skala	OT	4,500
Total Cost		18,000

Blue Oak Nursing Costs 2020-21

1 day per week

Employee	Hourly Rate	Salary/Day**	Annual Estimate*	Benefits	Total
Natalie Wren	\$56.98	\$398.86	\$14,757.82	\$6,182.87	\$21,339.55
				TOTAL	\$21,339.55

2% administrative fee (est)

\$426.79

BENEFITS

20/21 TOTAL	\$21,766.34
--------------------	--------------------

CalPERS	\$	3,054.87
Medicare	\$	241.00
SUI & ETT	\$	268.00
W/C	\$	219.00
Health Benefits***	\$	2,400.00

* estimated 1 day/week

** estimated 7 hours/day

*** \$12,000 divided by 20%

Addendum to the NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT between LOCAL EDUCATION AGENCY:

Blue Oak Charter School and

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

Lotus Educational Services

CONTRACT DATE: _____ CONTRACT NUMBER: _____

LEA AND/OR NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

THE FIRST THREE (3) DAYS OF EMERGENCY SCHOOL CLOSURES:

For the first three days of any emergency school closure due to a natural disaster or unavoidable crisis event(s) as described under Education Code Section 41422:

If the LEA receives reimbursement for education services from the state for an emergency school closure due to a natural disaster or unavoidable crisis event (s), the LEA will pay CONTRACTOR at 50% for their regularly scheduled services, regardless of whether services are rendered during the first three days.

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

SCHOOL CLOSURES EXCEEDING 3 (THREE) CONSECUTIVE SCHOOL DAYS

For any emergency school closure due to a natural disaster or unavoidable crisis event(s) where the school closure lasts more than the (3) school days, the following provisions will apply from the first day of the closure, with any closure days from a prior contract year carrying over in the count.

- 1. Extended School Closure.** Extended school closure is defined as those exceeding three (3) consecutive school days or any combination of alternative days/weeks should a hybrid program involving a combination of physical school attendance and Distance Learning Programs be implemented.
- 2. Distance Learning Programs.** In accordance with the California Department of Education ("CDE") guidance and SELPA and/or LEA consultation, CONTRACTOR shall provide a Distance Learning Program during an extended school closure. Such programs shall be defined as the provision of educational services through internet, telephone, wireless, paper packets, and/or other technologies to facilitate the provision of and access to educational services without direct physical contact or physical proximity. For related services and instruction provided through virtual platforms, the CONTRACTOR will be committed to protecting the privacy each student's learning,

in compliance with the Family Educational Rights and Privacy Act ("FERPA") and Health Insurance Portability and Accountability Act ("HIPAA").

3. **CDE Guidance.** Nothing herein shall impede the CDE from issuing its own guidance, requirements, conditions or reporting requirements. If the CDE issues its own directives concerning Distance Learning Programs, the parties will adhere to those requirements to the extent applicable, and this Contract provision shall be deemed amended to conform to such directives, unless a party challenges the directive or applicability of the directive with the CDE, or other administrative or legal agency having jurisdiction.
4. **Attendance While Distance Learning Programs are in Effect.** A day of positive student attendance shall be defined during the extended emergency school closure as each day the student participates in the CONTRACTOR's Distance Learning Program, for either the partial or full program for that day, as documented.

A student is determined to be "absent" for both Basic Education and Related Services on days when there has been no participation by the student with CONTRACTOR's Distance Learning Program and/or support service(s). Payment for student absence will be made in accordance with procedures agreed upon in Section 59 of the Master Contract.

Accessible attendance records will be kept in accordance with procedures agreed upon in Section 9 of the Master Contract, as well as detailed services logs reflecting dates, times (including duration), manner, and description of services will be provided upon request.

5. **Utilization of Behavioral Support Staff in Distance Learning.** Behavior Implementation Intervention (BII) providers, Behavior Implementation Development ("BID") providers, and Intensive Individualized Services/Special Circumstance Educational Support (SCES) providers may be utilized in alternative ways to support assigned student access to Distance Learning programming. The above named behavioral support providers who are normally utilized for direct student interaction and supervision may be utilized to assist students and their family members/adult caregivers and/or teachers in facilitating student access to Distance Learning via video, telephone or other virtual methods, as well as via paper packets. During the extended emergency school closure period, such services may be billed, as detailed below, in lieu of traditionally delivered Designated Instructional (Related) Services.
6. **Transportation Services for Distance Learning.** For those who have transportation listed on their ISA, in lieu of daily transportation, transportation staff and equipment may be utilized up to once per week for student delivery of materials, equipment or any other transportation needed to facilitate Distance Learning Programs with prior authorization from the SELPA/LEA. Documentation of services will be separately maintained by Nonpublic School CONTRACTOR and submitted with the monthly invoice. If a student is transported during the week (e.g., as part of a hybrid model in which students are attending in person for part of the week), this service will not be offered because materials can be provided directly to the student and brought home by the student.

7. Payment for Services During Distance Learning. The billing and payment provisions of the Master Contract and applicable ISAs are modified as follows while Distance Learning Programs are in effect. For students not attending extended school year (ESY), payment for student absence as defined in this section does not begin until the first day of Regular School Year (RSY).

- A. **For Basic Education Services**, the LEA will reimburse NPS CONTRACTOR:
for the first three (3) instructional days of student absence, at fifty percent (50%) of those Basic Education services in accordance with the active ISA and rate schedule, as described in paragraph 3, above; and (b) after the first three (3) instructional days of extended school closure or if services are rendered in the first three days of extended school closure, one hundred percent (100%) of the Basic Education services to students as per the ISA and CONTRACTOR's rate schedule who are present, as defined above, under the Distance Learning Program and District guidance.
- B. **For Designated Instructional (Related) Services**, NPAs who provide Behavioral Services, & NPSs who provide Intensive Individualized Services/Special Circumstance Educational Support ("SCES") Behavioral Services, the LEA will reimburse CONTRACTOR: (a) for the first three (3) instructional days of student absence, at fifty percent (50%) of any related services that are previously scheduled, in accordance with the active ISA and rate schedule, and (b) after the first three (3) instructional days of extended school closure or if services are rendered in the first three instructions; days of extended school closure, one hundred percent (100%) of the services to students as per the ISA and CONTRACTOR's rate schedule that are directly delivered. Payable Related Services are those services specified in the LEA's Master Contract rate schedule. Detailed services logs reflecting dates, times (including duration), manner, and description of services will be provided.

This contract addendum is immediately effective and terminates at the same time as the above referenced NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

CONTRACTOR

LEA

Nonpublic School/Agency

LEA Name

By: _____
Signature Date

By: _____
Signature Date

Name and Title of Authorized Representative

Name and Title of Authorized Representative

*NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES*

Master Contract

2020-2021

Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA

BLUE OAK CHARTER SCHOOL

Contract Year 2020-2021

Nonpublic School

X

Nonpublic Agency

Type of Contract:

X

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

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

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

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

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2020-2021

CONTRACT NUMBER:

LOCAL EDUCATION AGENCY: BLUE OAK CHARTER SCHOOL

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: LOTUS EDUCATIONAL SERVICES

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

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

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

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

2. CERTIFICATION AND LICENSES

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

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

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

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

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

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

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

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

4. TERM OF MASTER CONTRACT

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

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

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

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

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

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

6. INDIVIDUAL SERVICES AGREEMENT ("ISA")

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

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

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

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

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

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

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

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

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

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

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

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

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

ADMINISTRATION OF CONTRACT

8. NOTICES

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

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

9. MAINTENANCE OF RECORDS

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

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

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

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

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

12. VENUE AND GOVERNING LAW

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

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

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

14. TERMINATION

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

15. INSURANCE

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

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

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

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

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

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation

Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.

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

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

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

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

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

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

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

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

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

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

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

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

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

16. INDEMNIFICATION AND HOLD HARMLESS

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

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense,

damage or liability was proximately caused by the negligent, intentional act or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

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

17. INDEPENDENT CONTRACTOR

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

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

18. SUBCONTRACTING

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

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

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

19. CONFLICTS OF INTEREST

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

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

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

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

20. NON-DISCRIMINATION

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

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

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

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

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

22. GENERAL PROGRAM OF INSTRUCTION

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

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

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

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

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

23. INSTRUCTIONAL MINUTES

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

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

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

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

24. CLASS SIZE

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

In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to assure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and the LEA may agree to one 30 school day period per contract year where class size may be increased to assure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a nonpublic agency.

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

25. CALENDARS

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

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

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

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

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA.

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

26. DATA REPORTING

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

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

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

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. STATEWIDE ACHIEVEMENT TESTING

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

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

29. MANDATED ATTENDANCE AT LEA MEETINGS

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

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

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

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

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP, and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that

cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

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

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

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

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include

incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

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

32. IEP TEAM MEETINGS

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

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

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

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless

parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

33. SURROGATE PARENTS AND FOSTER YOUTH

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

34. DUE PROCESS PROCEEDINGS

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

35. COMPLAINT PROCEDURES

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

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

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

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

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

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

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

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

37. TRANSCRIPTS

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

38. STUDENT CHANGE OF RESIDENCE

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

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

39. WITHDRAWAL OF STUDENT FROM PROGRAM

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

40. PARENT ACCESS

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

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

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

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

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

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

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all

legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1412(a)(1)(A) and Education Code section 56000, et seq.; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), 20 U.S.C. section 1401(29); Education Code section 56031; Cal. Code Regs., Title 5, section 3001 et seq., Cal. Code Regs., Title 2, section 60100 et seq. regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in the LEA student's IEPs.

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

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

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

42. STATE MEAL MANDATE

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

43. MONITORING

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

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

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

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

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

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

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

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

PERSONNEL

44. CLEARANCE REQUIREMENTS

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

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

45. STAFF QUALIFICATIONS

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

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

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

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

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

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

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

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

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

47. STAFF ABSENCE

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

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

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

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

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

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

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

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

50. FACILITIES AND FACILITIES MODIFICATIONS

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

51. ADMINISTRATION OF MEDICATION

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

52. INCIDENT/ACCIDENT REPORTING

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

53. CHILD ABUSE REPORTING

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

54. SEXUAL HARASSMENT

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

55. REPORTING OF MISSING CHILDREN

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

FINANCIAL

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

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

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

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

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

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

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

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

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

57. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days

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

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

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

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

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

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

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

58. PAYMENT FROM OUTSIDE AGENCIES

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

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

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

NONPUBLIC SCHOOL STUDENT ABSENCE

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

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

NONPUBLIC AGENCY STAFF ABSENCE

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

NONPUBLIC AGENCY STUDENT ABSENCE

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

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

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

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

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

61. INSPECTION AND AUDIT

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

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

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

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

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

62. RATE SCHEDULE

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

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

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

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

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

CONTRACTOR

LEA

LOTUS EDUCATIONAL SERVICES
Nonpublic School/Agency

BLUE OAK CHARTER SCHOOL
LEA Name

By: _____
Signature Date

By: _____
Signature Date

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:

Name and Title Marcia Ramstrom	Name and Title Susan Domenighini Executive Director
Nonpublic School/Agency/Related Service Provider Lotus Educational Services	LEA Blue Oak Charter School
Address 3290 Bechell Lane	Address 450 W. East Ave
City State Zip Redding CA 96002	City State Zip Chico CA 95926
Phone Fax 530-440-6033	Phone Fax 530-879-7483 530-879-7490
Email marciar@lotuseducationalservices.com	Email sdomenighini@blueoakcharterschool.org

Additional LEA Notification
(Required if completed)

Name and Title

Address

City **State** **Zip**

Phone **Fax**

Email

EXHIBIT A: 2020-2021 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: LOTUS EDUCATIONAL SERVICES

The CONTRACTOR CDS NUMBER: 1A-45-014

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: 1:5

Maximum Contract Amount: 50,000

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>90</u>	<u>hr</u>
<u>Counseling and Guidance (515)</u>	<u>90</u>	<u>hr</u>
<u>Parent Counseling (520)</u>	<u>90</u>	<u>hr</u>
<u>Social Work Services (525)</u>	<u>90</u>	<u>hr</u>
<u>Psychological Services (530)</u>	_____	_____
<u>Behavior Intervention Services (535)</u>	<u>90</u>	<u>hr</u>
<u>Specialized Services for Low Incidence Disabilities (610)</u>	_____	_____

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

EXHIBIT B: 2020-2021 ISA**INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES**

(Education Code Sections 56365 et seq.)

This agreement is effective on _____ 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, 201____, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency _____ Nonpublic School _____

LEA Case Manager: Name _____ Phone Number _____

Pupil Name _____ Sex: ☐ M ☐ F Grade: _____
(Last) (First) (M.I.)

Address _____ City _____ State/Zip _____

DOB _____ Residential Setting: ☐ Home ☐ Foster ☐ LCI # _____ ☐ OTHER _____

Parent/Guardian _____ Phone () _____ () _____
Address _____ City _____ State/Zip _____
(If different from student)

AGREEMENT TERMS:

1. *Nonpublic School:* The average number of minutes in the instructional day will be: _____ during the regular school year
_____ during the extended school year

2. *Nonpublic School:* The number of school days in the calendar of the school year are: _____ during the regular school year
_____ 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: _____

Estimated Number of Days _____ **x Daily Rate** _____ = **PROJECTED BASIC EDUCATION COSTS** _____

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)							

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				
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing 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)							

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				
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COST\$ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS\$ _____

4. Other Provisions/Attachments:

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

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

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

-CONTRACTOR-

-LEA/SELPA-

(Name of Nonpublic School/Agency)

(Name of LEA/SELPA)

(Signature)

(Date)

(Signature)

(Date)

(Name and Title)

(Name of Superintendent or Authorized Designee)



**MEMORANDUM OF UNDERSTANDING
FOR MEMBER CHARTER SCHOOLS CONTRACTING FOR SERVICES FROM
OTHER LEAS**

This Memorandum of Understanding (“MOU”) is entered between STREAM Charter School (the LEA providing services “Service Provider”) and the Blue Oak Charter School (the charter school receiving services “Charter”). Service Provider and Charter may be collectively referred to as the “Parties” or individually as a “Party.” This MOU shall be effective as of the date of the last-executed signature below.

1. Purpose of MOU

Whereas, Education Code section 56195.1, subdivision (e) provides that membership in a special education local plan area (“SELPA”) does not limit a local educational agency’s (“LEA”), including a charter school’s, authority to contract for special education services from another LEA whether or not the LEA is part of the same SELPA;

Whereas, Service Provider is a member LEA of the El Dorado Charter SELPA and is willing to contract with Charter to provide psycho-education assessment to students enrolled in Charter;

Whereas, Charter is a charter school deemed an LEA for the purposes of special education under Education Code Section 47640 and is a member LEA of the El Dorado Charter SELPA.

Whereas, Charter seeks to contract with Service Provider in order for Service Provider’s personnel to provide special education and related services to students enrolled in Charter.

2. MOU Must be Renewed Annually

This MOU shall be in effect for the period beginning on July 1, 2020 and ending on June 30, 2021. This MOU may be renewed at the end of that period by following the “Submission Procedures” set forth in **Section 3** of this MOU. The MOU may be amended at any time by mutual consent of the Parties.

3. Submission Procedures

Unless there is a documented change in a student’s Individualized Education Program (“IEP”), all services contracted for under this MOU will run for a period of one year, from July 1, 2020 to June 30, 2021. On or before June 30, 2021, Charter shall submit a written request for services to

Service Provider. The written request shall list each type of service requested and the number of weekly/monthly/annual service hours requested for that service (if appropriate).

On or before June 30, 2021, Service Provider shall provide Charter with a written response to the request for services. The Service Provider's response shall specify whether the Service Provider is willing to provide all, some, or none of the services requested. If Service Provider is willing to provide less than all the requested services, the response will list each type of service it is willing to provide and the number of weekly/monthly/annual service hours it is willing to provide. Service Provider's written response shall include a rate schedule for all requested services.

4. Scope of Services

The special education and related services to be provided by Service Provider are set forth in **Attachment A**. The scope of services set forth in **Attachment A** may be modified by mutual agreement of the Parties. All services will be provided at a Service Provider site unless otherwise agreed to by the Parties. Service Provider and Charter will mutually develop a schedule specifying the time, day, and location of services for each student served under this MOU.

5. Service Provider's Responsibilities

In addition to any other duties and responsibilities set forth in this MOU, Service Provider shall have the following responsibilities:

- a. Ensure that staff members working with Charter students will assist with the drafting of proposed goals and objectives for review and approval by the student's IEP team;
- b. Notify Charter if it has reason to believe that a Charter student requires reevaluation, change of placement or services, and/or an IEP team meeting; and
- c. Make its best efforts to ensure that staff members working with Charter students are available to attend IEP meetings or other meetings regarding the education of Charter students;
- d. Ensure that all staff working with Charter students possess appropriate and current credentials and certifications; and
- e. Be responsible for all employee-related issues and discipline.

6. Charter's Responsibilities

In addition to any other duties and responsibilities set forth in this MOU, Charter shall have the following responsibilities:

- a. Provide Service Provider with copies of all relevant student records;
- b. Schedule, convene, and conduct, all IEP meetings for Charter students served under this MOU; and
- c. Provide timely notice to Service Provider when there is a change in a student's enrollment status at Charter, and/ or when a student served under this MOU has been suspended or expelled.

7. Payment for Services

Psychological services will be provided by Service Provider to Charter for up to 190 hours for the contract period (July 1, 2020-June 30, 2021).

All services shall be billed on a monthly basis. At the end of each monthly billing period, Service Provider will provide Charter with an invoice for services provided and/or offered under this MOU. The invoice will show the specific services provided and/or offered during the billing period, the fees for those services, and shall include copies of all service logs for the billing period.

Charter shall process and pay each invoice within thirty (30) days from its receipt. If the payment for the invoice is not postmarked from the Charter within forty-five (45) days of the receipt of the invoice, the Charter agrees to pay an additional fee of 1.5% interest per month on amounts not paid, such interest being calculated beginning day forty-six (46) from receipt of the invoice. Interest shall be calculated in accordance with standard accounting procedures. Service Provider shall bill the LEA for the interest. Failure by Charter to pay an appropriately submitted invoice, including an invoice from a prior MOU between the Parties, within 90 days of receipt may be considered a breach of contract and is grounds for termination pursuant to **Section 10** of this MOU.

8. Student Absences

Charter acknowledges that services provided by Service Provider under this MOU will be provided for the entire school year and that Service Provider will be modifying its special education staffing and/or caseloads in order to provide special education and related services to Charter students.

As such, the Parties agree that the Service Provider shall be reimbursed for any services offered by Service Provider when a student is absent, as follows:

- a. Charter shall notify Service Provider if student has a known absent or independent study period, or any other known absence from the school setting.

9. Changes to Student's IEP/Student No Longer Attending Charter

If an IEP meeting is convened for a student receiving services under this MOU, and the IEP team agrees to reduce the services being provided, the scope of services set forth in **Attachment A** shall be modified to reflect the reduction in services and the corresponding reduction in payment.

If a student being served under this MOU is no longer attending the Charter, Charter shall notify Service Provider of the change in enrollment. Effective on the date that Service Provider receives notice of the change in enrollment; the scope of services set forth in **Attachment A** shall be modified to indicate the reduction in services and the corresponding reduction in payment.

10. Termination

Either Charter or Service Provider may terminate this MOU by providing the other party with thirty days (30) written notice except that Service Provider may terminate this MOU by providing Charter with written notice that it is unable or unwilling to provide the requested services pursuant to **Section 3** of this MOU.

11. Charter Solely Responsible For Providing FAPE to Students Served Under MOU

The Parties agree that the Charter remains the LEA responsible for ensuring that students served under this MOU receive FAPE as required by California and federal special education laws, Section 504 of the Rehabilitation Act of 1973, and related laws, even while the student is attending a program operated by and/or receiving related services from Service Provider pursuant to this MOU. The Parties further agree that Service Provider, for purposes of this MOU, is only intended to be a service provider under contract as authorized by Education Code, section 56369. The Parties also agree that this MOU does not constitute any form of interdistrict transfer or alternative attendance agreement that would transfer any responsibility for providing FAPE to Service Provider.

12. Service Provider and Charter Are Independent Contractors

Charter and Service Provider are independent parties to this MOU and each agree that this MOU was not intended to create the relationship of agent, servant, employee, partnership, joint venture or association.

13. Non Exclusive Agreement

The Parties agree that nothing herein is intended nor shall be construed as creating any exclusive arrangement between the Parties. This MOU shall not restrict Charter from contracting for services with other LEAs, nor shall it restrict Service Provider from providing services to other LEAs, including other charter schools.

14. Indemnification and Hold Harmless

Except as set forth in **Section 15**, Charter and Service Provider shall each defend, hold harmless and indemnify the other party, its governing board, officers, administrators, agents, employees,

independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of facilities, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with its service hereunder, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the indemnifying party, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

15. Responsibility for Litigation Costs

In the event of any compliance complaint, due process hearing request, or other litigation based on, arising from, or connected to the provision of services under this MOU, the Parties shall negotiate an agreement specifying how legal costs, including attorney's fees, are to be shared between the Parties.

16. Meet and Confer

If a dispute arises regarding any aspect of this MOU, the Parties agree that they shall meet and confer in a good faith effort to amicably resolve their difference prior to initiating any litigation. If the initial attempt to resolve the dispute is not successful, the Parties may, by mutual agreement, participate in alternative dispute resolution.

17. Credentials, Licenses, and Other Qualifications

Service Provider shall provide all special education and related services under this MOU using appropriately qualified staff. Service Provider shall provide appropriately credentialed teachers and/or licensed personnel consistent with the California laws and regulations unless the California Department of Education has granted a written waiver.

18. Severability/Waiver

If any provision of this MOU is determined to be illegal, unenforceable, or invalid, such provision shall in no way affect the validity of any other provision of this MOU. No waiver of any provision of this MOU shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

19. Execution of MOU Electronically and In Counterparts

This MOU may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed MOU. A facsimile or scanned version of any party's signature shall be deemed an original signature.

IN WITNESS WHEREOF, the Parties via their respective authorized representatives have executed and entered into this MOU as of the date set next to the signatures below.

Dated: _____

By: _____
Susan Domenighini, Executive Director
Blue Oak Charter School

Dated: _____

By: _____
Don Phillips, Director
For STREAM Charter School

Enclosure:
2020-2021 Rate Sheet
Timesheet STREAM Contracting

Attachment A

Psychological Services to include:

- Initial and triennial psych-educational assessment including cognitive/psychological processing assessment, social emotional assessment, adaptive assessment, review of records, interview with parent/teacher/students as appropriate, and observations of student in their educational setting as part of the psycho-educational assessment.
- Attendance to IEP meetings as appropriate (not available Friday's).
- Report writing and IEP form data input.
- Communication with staff regarding student needs per IEP.



2020-2021 Service & Rates

Related Services:	Rate	Period
• Speech/language (assessment and/or therapy)	\$65.00	Hour
• Psychological services:	\$75.00	Hour
• Educational evaluations		
• ELPAC (initial and summative) assessments		
• Counseling services		

To initiate a MOU for services, please contact:

Linda Green
Office Manager
Phone: 530-534-1633 ext.101
lgreen@streamcharter.net

Jackie Rico, Ed.S. PPS
School Psychologist
Director Special Education/Intervention
Phone: 530-534-1633 ext.113
jrico@streamcharter.net

**CHARTER SCHOOL UNAUDITED ACTUALS
FINANCIAL REPORT -- ALTERNATIVE FORM**

July 1, 2019 to June 30, 2020

Charter School Name: Blue Oak Charter School
CDS #: 04614246119523
Charter Approving Entity: Chico Unified School District
County: Butte
Charter #: 0415

This charter school uses the following basis of accounting:

(Please enter an "X" in the applicable box below; check only one box)

- ☒ **Accrual Basis** (Applicable Capital Assets/Interest on Long-Term Debt/Long-Term Liabilities/Net Position objects are 6900, 7438, 9400-9489, 9660-9669, 9796, and 9797)
- ☐ **Modified Accrual Basis** (Applicable Capital Outlay/Debt Service/Fund Balance objects are 6100-6170, 6200-6500, 7438, 7439, and 9711-9789)

Description	Object Code	Unrestricted	Restricted	Total
A. REVENUES				
1. LCFF Sources				
State Aid - Current Year	8011	1,698,611.00		1,698,611.00
Education Protection Account State Aid - Current Year	8012	243,834.00		243,834.00
State Aid - Prior Years	8019	(51,469.00)		(51,469.00)
Transfers to Charter Schools in Lieu of Property Taxes	8096	735,622.00		735,622.00
Other LCFF Transfers	8091, 8097	0.00	0.00	0.00
Total, LCFF Sources		2,626,598.00	0.00	2,626,598.00
2. Federal Revenues (see NOTE in Section L)				
No Child Left Behind/Every Student Succeeds Act	8290		99,320.00	99,320.00
Special Education - Federal	8181, 8182		47,911.00	47,911.00
Child Nutrition - Federal	8220		0.00	0.00
Donated Food Commodities	8221		0.00	0.00
Other Federal Revenues	8110, 8260-8299	21,563.00	94,787.00	116,350.00
Total, Federal Revenues		21,563.00	242,018.00	263,581.00
3. Other State Revenues				
Special Education - State	StateRevSE		161,525.00	161,525.00
All Other State Revenues	StateRevAO	51,176.08	377,318.87	428,494.95
Total, Other State Revenues		51,176.08	538,843.87	590,019.95
4. Other Local Revenues				
All Other Local Revenues	LocalRevAO	72,104.87	0.00	72,104.87
Total, Local Revenues		72,104.87	0.00	72,104.87
5. TOTAL REVENUES		2,771,441.95	780,861.87	3,552,303.82
B. EXPENDITURES (see NOTE in Section L)				
1. Certificated Salaries				
Certificated Teachers' Salaries	1100	1,028,242.85	140,828.07	1,169,070.92
Certificated Pupil Support Salaries	1200	18,638.16	1,680.33	20,318.49
Certificated Supervisors' and Administrators' Salaries	1300	112,759.94	67,390.83	180,150.77
Other Certificated Salaries	1900	17,083.69	0.00	17,083.69
Total, Certificated Salaries		1,176,724.64	209,899.23	1,386,623.87
2. Noncertificated Salaries				
Noncertificated Instructional Salaries	2100	92,775.02	18,185.78	110,960.80
Noncertificated Support Salaries	2200	11,359.30	0.00	11,359.30
Noncertificated Supervisors' and Administrators' Salaries	2300	27,095.96	0.00	27,095.96
Clerical, Technical and Office Salaries	2400	101,661.28	22,116.38	123,777.66
Other Noncertificated Salaries	2900	134,971.57	54,712.67	189,684.24
Total, Noncertificated Salaries		367,863.13	95,014.83	462,877.96

**CHARTER SCHOOL UNAUDITED ACTUALS
FINANCIAL REPORT -- ALTERNATIVE FORM**

July 1, 2019 to June 30, 2020

Charter School Name: Blue Oak Charter School

CDS #: 04614246119523

Description	Object Code	Unrestricted	Restricted	Total
3. Employee Benefits				
STRS	3101-3102	185,908.61	35,892.78	221,801.39
PERS	3201-3202	95,966.66	12,070.63	108,037.29
OASDI / Medicare / Alternative	3301-3302	48,860.54	10,022.09	58,882.63
Health and Welfare Benefits	3401-3402	191,427.49	4,804.93	196,232.42
Unemployment Insurance	3501-3502	3,389.16	109.21	3,498.37
Workers' Compensation Insurance	3601-3602	16,828.45	0.00	16,828.45
OPEB, Allocated	3701-3702	0.00	0.00	0.00
OPEB, Active Employees	3751-3752	0.00	0.00	0.00
Other Employee Benefits	3901-3902	313.76	28.74	342.50
Total, Employee Benefits		542,694.67	62,928.38	605,623.05
4. Books and Supplies				
Approved Textbooks and Core Curricula Materials	4100	3,162.82	16,634.25	19,797.07
Books and Other Reference Materials	4200	7,673.08	0.00	7,673.08
Materials and Supplies	4300	56,022.53	4,635.39	60,657.92
Noncapitalized Equipment	4400	559.67	0.00	559.67
Food	4700	0.00	0.00	0.00
Total, Books and Supplies		67,418.10	21,269.64	88,687.74
5. Services and Other Operating Expenditures				
Subagreements for Services	5100	3,059.39	33,600.18	36,659.57
Travel and Conferences	5200	5,701.97	0.00	5,701.97
Dues and Memberships	5300	1,000.00	0.00	1,000.00
Insurance	5400	38,039.92	0.00	38,039.92
Operations and Housekeeping Services	5500	85,220.38	0.00	85,220.38
Rentals, Leases, Repairs, and Noncap. Improvements	5600	286,157.81	323,899.62	610,057.43
Transfers of Direct Costs	5700-5799	(144,972.00)	144,972.00	0.00
Professional/Consulting Services and Operating Expend.	5800	194,821.79	962.50	195,784.29
Communications	5900	11,762.54	24.00	11,786.54
Total, Services and Other Operating Expenditures		480,791.80	503,458.30	984,250.10
6. Capital Outlay				
(Objects 6100-6170, 6200-6500 modified accrual basis only)				
Land and Land Improvements	6100-6170			0.00
Buildings and Improvements of Buildings	6200			0.00
Books and Media for New School Libraries or Major Expansion of School Libraries	6300			0.00
Equipment	6400			0.00
Equipment Replacement	6500			0.00
Depreciation Expense (accrual basis only)	6900	11,846.30	0.00	11,846.30
Total, Capital Outlay		11,846.30	0.00	11,846.30
7. Other Outgo				
Tuition to Other Schools	7110-7143	0.00	0.00	0.00
Transfers of Pass-Through Revenues to Other LEAs	7211-7213	0.00	0.00	0.00
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE		0.00	0.00
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO	0.00	0.00	0.00
All Other Transfers	7281-7299	0.00	0.00	0.00
Transfers of Indirect Costs	7300-7399	(763.00)	763.00	0.00
Debt Service:				
Interest	7438	9,122.85	0.00	9,122.85
Principal (for modified accrual basis only)	7439			0.00
Total Debt Service		9,122.85	0.00	9,122.85
Total, Other Outgo		8,359.85	763.00	9,122.85
8. TOTAL EXPENDITURES		2,655,698.49	893,333.38	3,549,031.87

**CHARTER SCHOOL UNAUDITED ACTUALS
FINANCIAL REPORT -- ALTERNATIVE FORM**

July 1, 2019 to June 30, 2020

Charter School Name: Blue Oak Charter School

CDS #: 04614246119523

Description	Object Code	Unrestricted	Restricted	Total
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)		115,743.46	(112,471.51)	3,271.95
D. OTHER FINANCING SOURCES / USES				
1. Other Sources	8930-8979	0.00	0.00	0.00
2. Less: Other Uses	7630-7699	0.00	0.00	0.00
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999	(99,511.51)	99,511.51	0.00
4. TOTAL OTHER FINANCING SOURCES / USES		(99,511.51)	99,511.51	0.00
E. NET INCREASE (DECREASE) IN FUND BALANCE /NET POSITION (C+D4)		16,231.95	(12,960.00)	3,271.95
F. FUND BALANCE / NET POSITION				
1. Beginning Fund Balance/Net Position				
a. As of July 1	9791	467,143.71	60,912.82	528,056.53
b. Adjustments/Restatements	9793, 9795	(2.71)	0.18	(2.53)
c. Adjusted Beginning Fund Balance /Net Position		467,141.00	60,913.00	528,054.00
2. Ending Fund Balance /Net Position, June 30 (E+F1c)		483,372.95	47,953.00	531,325.95
Components of Ending Fund Balance (Modified Accrual Basis only)				
a. Nonspendable				
1. Revolving Cash (equals Object 9130)	9711			0.00
2. Stores (equals Object 9320)	9712			0.00
3. Prepaid Expenditures (equals Object 9330)	9713			0.00
4. All Others	9719			0.00
b. Restricted	9740			0.00
c. Committed				
1. Stabilization Arrangements	9750			0.00
2. Other Commitments	9760			0.00
d. Assigned	9780			0.00
e. Unassigned/Unappropriated				
1. Reserve for Economic Uncertainties	9789			0.00
2. Unassigned/Unappropriated Amount	9790M			0.00
3. Components of Ending Net Position (Accrual Basis only)				
a. Net Investment in Capital Assets	9796	40,471.78	0.00	40,471.78
b. Restricted Net Position	9797		47,953.00	47,953.00
c. Unrestricted Net Position	9790A	442,901.17	0.00	442,901.17

**CHARTER SCHOOL UNAUDITED ACTUALS
FINANCIAL REPORT -- ALTERNATIVE FORM**

July 1, 2019 to June 30, 2020

Charter School Name: Blue Oak Charter School

CDS #: 04614246119523

Description	Object Code	Unrestricted	Restricted	Total
G. ASSETS				
1. Cash				
In County Treasury	9110	0.00	0.00	0.00
Fair Value Adjustment to Cash in County Treasury	9111	0.00	0.00	0.00
In Banks	9120	591,951.62	(85,096.79)	506,854.83
In Revolving Fund	9130	0.00	0.00	0.00
With Fiscal Agent/Trustee	9135	0.00	0.00	0.00
Collections Awaiting Deposit	9140	0.00	0.00	0.00
2. Investments	9150	0.00	0.00	0.00
3. Accounts Receivable	9200	37,765.60	0.00	37,765.60
4. Due from Grantor Governments	9290	491,351.08	136,547.18	627,898.26
5. Stores	9320	0.00	0.00	0.00
6. Prepaid Expenditures (Expenses)	9330	70,319.52	0.00	70,319.52
7. Other Current Assets	9340	28,000.00	0.00	28,000.00
8. Capital Assets (accrual basis only)	9400-9489	40,471.78	0.00	40,471.78
9. TOTAL ASSETS		1,259,859.60	51,450.39	1,311,309.99
H. DEFERRED OUTFLOWS OF RESOURCES				
1. Deferred Outflows of Resources	9490			0.00
2. TOTAL DEFERRED OUTFLOWS		0.00	0.00	0.00
I. LIABILITIES				
1. Accounts Payable	9500	115,399.81	0.00	115,399.81
2. Due to Grantor Governments	9590	130,150.31	3,497.39	133,647.70
3. Current Loans	9640	235,711.14	0.00	235,711.14
4. Unearned Revenue	9650	0.00	0.00	0.00
5. Long-Term Liabilities (accrual basis only)	9660-9669	295,225.39	0.00	295,225.39
6. TOTAL LIABILITIES		776,486.65	3,497.39	779,984.04
J. DEFERRED INFLOWS OF RESOURCES				
1. Deferred Inflows of Resources	9690	0.00	0.00	0.00
2. TOTAL DEFERRED INFLOWS		0.00	0.00	0.00
K. FUND BALANCE /NET POSITION				
Ending Fund Balance /Net Position, June 30 (G9 + H2) - (I6 + J2) (must agree with Line F2)		483,372.95	47,953.00	531,325.95

**CHARTER SCHOOL UNAUDITED ACTUALS
FINANCIAL REPORT -- ALTERNATIVE FORM**

July 1, 2019 to June 30, 2020

Charter School Name: Blue Oak Charter School

CDS #: 04614246119523

L. FEDERAL EVERY STUDENT SUCCEEDS ACT (ESSA) MAINTENANCE OF EFFORT REQUIREMENT

NOTE: IF YOUR CHARTER SCHOOL RECEIVED FEDERAL FUNDING, AS REPORTED IN SECTION A2, THE FOLLOWING ADDITIONAL INFORMATION MUST BE PROVIDED IN ORDER FOR THE CDE TO CALCULATE COMPLIANCE WITH THE FEDERAL EVERY STUDENT SUCCEEDS ACT (ESSA) MAINTENANCE OF EFFORT REQUIREMENT:

1. Federal Revenue Used for Capital Outlay and Debt Service

Included in the Capital Outlay and Debt Service expenditures reported in sections B6 and B7 are the following amounts paid out of federal funds:

Federal Program Name (If no amounts, indicate "NONE")	Capital Outlay	Debt Service	Total
a. NONE	\$ 0.00	0.00	0.00
b.			0.00
c.			0.00
d.			0.00
e.			0.00
f.			0.00
g.			0.00
h.			0.00
i.			0.00
j.			0.00
TOTAL FEDERAL REVENUES USED FOR CAPITAL OUTLAY AND DEBT SERVICE	0.00	0.00	0.00

2. Community Services Expenditures

Provide the amount of State and Local funds reported in Section B that were expended for Community Services Activities:

Objects of Expenditures	Amount (Enter "0.00" if none)
a. Certificated Salaries	1000-1999 0.00
b. Noncertificated Salaries	2000-2999 0.00
c. Employee Benefits	except 3801- 0.00
d. Books and Supplies	4000-4999 0.00
e. Services and Other Operating Expenditures	5000-5999 0.00
TOTAL COMMUNITY SERVICES EXPENDITURES	0.00

**CHARTER SCHOOL UNAUDITED ACTUALS
FINANCIAL REPORT -- ALTERNATIVE FORM**

July 1, 2019 to June 30, 2020

Charter School Name: Blue Oak Charter School

CDS #: 04614246119523

3. State and Local Expenditures to be Used for ESSA Annual Maintenance of Effort Calculation:

Results of this calculation will be used for comparison with 2018-19 expenditures. Failure to maintain the required 90 percent expenditure level on either an aggregate or per capita expenditure basis may result in reduction to allocations for covered programs in 2021-22.

a. Total Expenditures (B8)	3,549,031.87
b. Less Federal Expenditures (Total A2) [Revenues are used as proxy for expenditures because most federal revenues are normally recognized in the period that qualifying expenditures are incurred]	263,581.00
c. Subtotal of State & Local Expenditures [a minus b]	3,285,450.87
d. Less Community Services [L2 Total]	0.00
e. Less Capital Outlay & Debt Service [Total B6 plus objects 7438 and 7439, less L1 Total]	20,969.15
TOTAL STATE & LOCAL EXPENDITURES SUBJECT TO MOE [c minus d minus e]	\$ 3,264,481.72

Blue Oak Charter School
Final expenditures through: June 30, 2020
Resource 1400 Education Protection Account

Description	Object Codes	Amount
AMOUNT AVAILABLE FOR THIS FISCAL YEAR		
Local Control Funding Formula Sources	8010-8099	247,950.00
Federal Revenue	8100-8299	0.00
Other State Revenue	8300-8599	0.00
Other Local Revenue	8600-8799	0.00
TOTAL AVAILABLE		247,950.00
EXPENDITURES AND OTHER FINANCING USES		
Certificated Salaries	1000-1999	209,152.26
Classified Salaries	2000-2999	0.00
Employee Benefits	3000-3999	38,797.74
Books and Supplies	4000-4999	0.00
Services, Other Operating Expenses	5000-5999	0.00
Capital Outlay	6000-6599	0.00
Other Outgo (excluding Direct Support/Indirect Costs)	7100-7299	
	7400-7499	0.00
Direct Support/Indirect Costs	7300-7399	0.00
TOTAL EXPENDITURES AND OTHER FINANCING USES		247,950.00
BALANCE (Total Available minus Total Expenditures and Other Financing Uses)		0.00



Public Health Administration

Danette York, M.P.H., Director
Andy Miller, M.D., Health Officer

202 Mira Loma Drive
Oroville, California 95965

T: 530.552.4000
F: 530.538.2164

buttecounty.net/publichealth

August 5, 2020

Dear District Superintendent, Charter School Director, or Private School Head of School:

On July 25, 2020, the California Department of Public Health (CDPH) placed Butte County on its monitoring list. On July 17, 2020 Governor Gavin Newsom announced that if a county has been on the monitoring list within the prior 14 days, a school must conduct distance learning only, until the county has been off the monitoring list for at least 14 days.

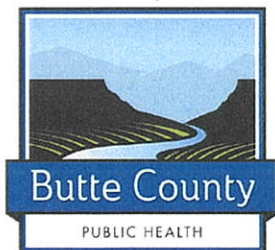
In counties on the monitoring list, CDPH guidance allows a district superintendent, private school principal/head of school, or executive director of a charter school (hereinafter superintendent) to apply for a waiver from the local health officer to open an elementary school for in-person instruction. This waiver is applicable only for grades TK-6, even if the grade configuration at the school includes additional grades.

When applying for the waiver, the superintendent must submit to Butte County Public Health (BCPH) evidence of (1) consultation with labor and parent organizations and (2) publication of the elementary school reopening plans on the website of the local educational agency (or equivalent).

BCPH then reviews the application and reopening plan (along with local community epidemiological data), consults with CDPH and makes a determination whether to grant or deny the waiver. Elementary schools in counties on the monitoring list within the prior 14 days may not open for in-person instruction until they receive approval of a submitted waiver from the local health officer.

In order to apply for a waiver, please complete and submit the attached Application Cover Form. Complete Application Cover Forms and supporting documents will be posted online at, www.buttecounty.net/ph/COVID-19/schools. The submitted application will be reviewed and a final decision made within 14 days of the date a completed application is received. Incomplete applications will be returned to the applicant for completion. A complete application must contain:

- A complete Application Cover Form;
- Attestation that the superintendent (or equivalent) has consulted with all parent and labor organizations at each school site for which an application is being submitted. If no labor organization represents the school site staff, then



Public Health Administration

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buttecounty.net/publichealth

consultation with school site staff is sufficient; and

- Confirmation that elementary school reopening plans have been published on the website of the local educational agency (or equivalent). Reopening plans must address the components in the CDPH guidance for schools and school-based programs (which are also listed in the attached Application Cover Form).

Applications and all supporting documents should be submitted to BCPH by email, CovidQuestions@ButteCounty.net at least 14 days prior to the desired reopening date.

Sincerely,

Danielle Nuzum, Assistant Director
Butte County Public Health



SONIA Y. ANGELL, MD, MPH
State Public Health Officer & Director

State of California—Health and Human Services Agency California Department of Public Health



GAVIN NEWSOM
Governor

COVID-19 and Reopening In-Person Learning **Framework for K-12 Schools in California, 2020-2021 School Year**

July 17, 2020

Overview

California schools have been closed for in-person instruction since mid-March 2020 due to the COVID-19 pandemic. School closures to in-person instruction were part of a broader set of recommendations intended to reduce transmission of SARS-CoV-2, the virus that causes COVID-19. CDPH developed the following framework to support school communities as they decide when and how to implement in-person instruction for the 2020-2021 school year. New evidence and data about COVID-19 transmission, including variations by age, and the effectiveness of disease control and mitigation strategies continues to emerge regularly. Recommendations regarding in-person school reopening and closure should be based on the available evidence as well state and local disease trends.

The CA [School Sector Specific Guidelines](#), and the Centers for Disease Control and Prevention [CDC](#) have published additional guidance on school re-entry.

In-Person Re-Opening Criteria

Schools and school districts may reopen for in-person instruction at any time if they are located in a local health jurisdiction (LHJ) that has not been on the county¹ monitoring list within the prior 14 days.

If the LHJ has been on the monitoring list within the last 14 days, the school must conduct distance learning only, until their LHJ has been off the monitoring list for at least 14 days.²

¹ School districts in LHJs that are cities are considered to be included as part of the county if the county is on the monitoring list.

² A waiver of this criteria may be granted by the local health officer for elementary schools to open for in-person instruction. A waiver may only be granted if one is requested by the superintendent (or equivalent for charter or private schools), in consultation with labor, parent and community organizations. Local health officers must review local community epidemiological data, consider other public health interventions, and consult with CDPH when considering a waiver request.



SONIA Y. ANGELL, MD, MPH
State Public Health Officer & Director

State of California—Health and Human Services Agency California Department of Public Health



GAVIN NEWSOM
Governor

Guidance Once Re-Opened to In-Person Instruction

How should schools think about testing?

Once schools are re-opened to at least some in-person instruction, it is recommended that surveillance testing be implemented based on the local disease trends. If epidemiological data indicates concern for increasing community transmission, schools should increase testing of staff to detect potential cases as lab testing capacity allows.

Who should be tested and how often?

School staff are essential workers, and staff includes teachers, para-professionals, cafeteria workers, janitors, bus drivers, or any other school employee that may have contact with students or other staff. School districts and schools shall test staff periodically, as testing capacity permits and as practicable. Examples of recommended frequency include testing all staff over 2 months, where 25% of staff are tested every 2 weeks, or 50% every month to rotate testing of all staff over time.

What if a school or school district reopens to in-person instruction, but the county is later placed on the county monitoring list?

Schools should begin testing staff, or increase frequency of staff testing but are not required to close.



SONIA Y. ANGELL, MD, MPH
State Public Health Officer & Director

State of California—Health and Human Services Agency California Department of Public Health



GAVIN NEWSOM
Governor

What measures should be taken when a student, teacher or staff member has symptoms, is a contact of someone infected, or is diagnosed with COVID-19?

	Student or Staff with:	Action	Communication
1.	COVID-19 Symptoms (e.g., fever, cough, loss of taste or smell, difficulty breathing) Symptom Screening: Per CA School Sector Specific Guidelines	<ul style="list-style-type: none"> Send home Recommend testing (If positive, see #3, if negative, see #4) School/classroom remain open 	<ul style="list-style-type: none"> No Action needed
2.	Close contact (+) with a confirmed COVID-19 case	<ul style="list-style-type: none"> Send home Quarantine for 14 days from last exposure Recommend testing (but will not shorten 14-day quarantine) School/classroom remain open 	<ul style="list-style-type: none"> Consider school community notification of a known contact
3.	Confirmed COVID-19 case infection	<ul style="list-style-type: none"> Notify the local public health department Isolate case and exclude from school for 10 days from symptom onset or test date Identify contacts (+), quarantine & exclude exposed contacts (likely entire cohort (++)) for 14 days after the last date the case was present at school while infectious Recommend testing of contacts, prioritize symptomatic contacts (but will not shorten 14-day quarantine) Disinfection and cleaning of classroom and primary spaces where case spent significant time School remains open 	<ul style="list-style-type: none"> School community notification of a known case
4.	Tests negative after symptoms	<ul style="list-style-type: none"> May return to school 3 days after symptoms resolve School/classroom remain open 	<ul style="list-style-type: none"> Consider school community notification if prior awareness of testing





SONIA Y. ANGELL, MD, MPH
State Public Health Officer & Director

State of California—Health and Human Services Agency California Department of Public Health



GAVIN NEWSOM
Governor

(†) A contact is defined as a person who is <6 feet from a case for >15 minutes. In some school situations, it may be difficult to determine whether individuals have met this criterion and an entire cohort, classroom, or other group may need to be considered exposed, particularly if people have spent time together indoors.

(††) A cohort is a stable group with fixed membership that stays together for all courses and activities (e.g., lunch, recess, etc.) and avoids contact with other persons or cohorts.

Guidance on School Closure

What are the criteria for closing a school?

Individual school closure is recommended based on the number of cases, the percentage of the teacher/students/staff that are positive for COVID-19, and following consultation with the Local Health Officer. Individual school closure may be appropriate when there are multiple cases in multiple cohorts at a school or when at least 5 percent of the total number of teachers/student/staff are cases within a 14-day period, depending on the size and physical layout of the school.

The Local Health Officer may also determine school closure is warranted for other reasons, including results from public health investigation or other local epidemiological data.

If a school is closed for in-person learning, when may it reopen?

Schools may typically reopen after 14 days and the following have occurred:

- Cleaning and disinfection
- Public health investigation
- Consultation with the local public health department

What are the criteria for closing a school district?



SONIA Y. ANGELL, MD, MPH
State Public Health Officer & Director

State of California—Health and Human Services Agency California Department of Public Health



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A superintendent should close a school district if 25% or more of schools in a district have closed due to COVID-19 within 14 days, and in consultation with the local public health department.

If a school district is closed, when may it reopen?

Districts may typically reopen after 14 days, in consultation with the local public health department.

State Resources for Case, Contact & Outbreak Investigations

California is committed to supporting local health departments with resources and other technical assistance regarding school case, contact, and outbreak investigations.



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PUBLIC HEALTH

The mission of the Butte County Public Health Department (BCPHD) is to protect the public through promoting individual, community, and environmental health.

COVID-19 School Reopening

California schools have been closed for in-person instruction since mid-March 2020 due to the COVID-19 pandemic. The California Department of Public Health (CDPH) issued the [COVID-19 and Reopening In-Person Learning Framework for K-12 Schools](#) on July 17, 2020. The framework outlines standards for when schools should open or close for in-person instruction. If a county has been on the county monitoring list within the prior 14 days, a school must conduct distance learning only, until their county has been off the monitoring list for at least 14 days. CDPH also published a list of [frequently asked questions](#) about school reopening online.

The framework authorized local Public Health Departments to grant a waiver of this criteria, in order for elementary schools to open for in-person instruction under specified conditions. The waiver may only be submitted to the local Public Health Department by a district superintendent, private school principal or head of school, or executive director of a charter school. Parents, teachers, staff and community members should contact their school directly with questions or comments about the waiver and should not contact Butte County Public Health regarding the waiver process. Schools are required to consult with these groups prior to submitting a waiver.

Requesting an Elementary School Waiver

District superintendent, private school principal or head of school, or executive director of a charter school should complete the following steps.

1. Review the [letter](#) from Butte County Public Health regarding the elementary school waiver request;
2. Complete the [Application Cover Form](#) (the form may be signed electronically or printed, signed, and scanned); and
3. Submit the [Application Cover Form](#) and all supporting documents to COVIDQuestions@ButteCounty.net.

Butte County Public Health will post complete waiver applications to this webpage and provide a decision within 14 days of receiving a complete application.

Elementary School Waiver Requests

Elementary school waiver requests are posted below when complete applications are received by Butte County Public Health. The requests are organized by community. Butte County Public Health commits to providing a decision within 14 days of receiving a complete application. In some cases,

additional information may be needed from the school to determine if the reopening plan meets the State guidance and standards.

Chico

District/School Name	Date Submitted	Status*	Public Contact**	Links to Application and Reopening Plan
Chico Oaks Adventist Elementary School (private)	8/7/2020	Received	Phone: 530.342.5043 Email: lbartsch@chicooaks.org	View Waiver Application View Reopening Plan

*Status: received, granted, declined.

**Please direct all questions and comments about the waiver application to the public contact listed for the district/school.

Oroville

District/School Name	Date Submitted	Status*	Public Contact**	Links to Application and Reopening Plan
Stream Charter School	8/7/2020	Received	Phone: 530.534.1633 Email: streamcharteroroville@gmail.com	View Waiver Application View Reopening Plan

*Status: received, granted, declined.

**Please direct all questions and comments about the waiver application to the public contact listed for the district/school.

Paradise

District/School Name	Date Submitted	Status*	Public Contact**	Links to Application and Reopening Plan
Paradise Adventist Elementary (private)	8/7/2020	Received	Phone: 530.877.6540 Email: office@mypae.net	View Waiver Application View Reopening Plan

*Status: received, granted, declined.

**Please direct all questions and comments about the waiver application to the public contact listed for the district/school.

This site is updated as new information is made available.



Contact Public Health ()

Butte County Public Health

Phone: 530.552.4000

TTY: 530.538.6588

Fax: 530.538.2165

Report a Health Emergency, 24-Hour Line
530.552.4000

E-Mail Public Health:
phinfo@buttecounty.net (<mailto:phinfo@buttecounty.net>)

View full list of Public Health program contacts.
(<http://www.buttecounty.net/ph/Home/ConnectWithPublicHealth.aspx>)

View Campus Map: Table Mtn. Blvd./Mira Loma Drive
(</Portals/21/Admin/Resources/CampusMap.pdf>)

View leadership team. (<http://www.buttecounty.net/ph/Home/LeadershipTeam.aspx>)

View Public Health Services Fees (<http://www.buttecounty.net/ph/Home/Fees.aspx>)

Locations & Hours ()

Media Center ()

Connect with Us ()

25 County Center Dr
Oroville, CA 95965

Board of Supervisors

District Map

County Budget

Grand Jury

Meeting Video

Departments

County Codes

Agenda & Minutes

Administrator's Office

County Maps

Public Health Resources

Public Health Department

State Health Department (CDPH)
Center for Disease Control & Prevention (CDC)
National Association of County & City Health Officials
(NACCHO)
American Public Health Association (APHA)

202 Mira Loma Drive
Oroville, CA 95965

Report a Health Emergency
24-Hour Line: 530.552.4000

Danette York, M.P.H., Director
Andy Miller, M.D., Health Officer
Public Health Leadership Team



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BLUE OAK SCHOOL

A WALDORF-INSPIRED PUBLIC CHARTER (K-8)

Learning Continuity and Attendance Plan Template (2020–21)

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

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Blue Oak Charter School	Susan Domenighini Executive Director	sdomenighini@blueoakcharterschool.org (530) 879-7483 ext 2003

General Information

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

Stakeholder Engagement

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

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

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

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

Continuity of Learning

In-Person Instructional Offerings

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

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

Description	Total Funds	Contributing
[A description of what the action is; may include a description of how the action contributes to increasing or improving services]		

Distance Learning Program**Continuity of Instruction**

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

Access to Devices and Connectivity

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

Pupil Participation and Progress

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

Distance Learning Professional Development

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

Staff Roles and Responsibilities

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

Supports for Pupils with Unique Needs

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

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

Description	Total Funds	Contributing
[A description of what the action is; may include a description of how the action contributes to increasing or improving services]		

Pupil Learning Loss

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

Pupil Learning Loss Strategies

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

Effectiveness of Implemented Pupil Learning Loss Strategies

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

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

Description	Total Funds	Contributing
[A description of what the action is; may include a description of how the action contributes to increasing or improving services]		

Mental Health and Social and Emotional Well-Being

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

Pupil Engagement and Outreach

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

School Nutrition

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

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

Section	Description	Total Funds	Contributing
[The section of the Learning Continuity Plan related to the action described; may put N/A if the action does not apply to one specific section]	[A description of what the action is; may include a description of how the action contributes to increasing or improving services]		

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

Percentage to Increase or Improve Services	Increased Apportionment based on the Enrollment of Foster Youth, English Learners, and Low-Income students
%	

Required Descriptions

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

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

School Plan for Student Achievement (SPSA) Template

Instructions and requirements for completing the SPSA template may be found in the SPSA Template Instructions.

School Name	County-District-School (CDS) Code	Schoolsite Council (SSC) Approval Date	Local Board Approval Date
Blue Oak Charter School	04 61424 6119523		

Purpose and Description

Briefly describe the purpose of this plan (Select from Schoolwide Program, Comprehensive Support and Improvement, Targeted Support and Improvement, or Additional Targeted Support and Improvement)

Schoolwide Program

Briefly describe the school’s plan for effectively meeting the ESSA requirements in alignment with the Local Control and Accountability Plan and other federal, state, and local programs.

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Comprehensive Needs Assessment Components

Data Analysis

Please refer to the School and Student Performance Data section where an analysis is provided.

Surveys

This section provides a description of surveys (i.e., Student, Parent, Teacher) used during the school-year, and a summary of results from the survey(s).

In Spring of 2018, Blue Oak conducted a survey to information gathered from students parents and staff. This data is used to improve our programs.

Classroom Observations

This section provides a description of types and frequency of classroom observations conducted during the school-year and a summary of findings.

Throughout the year, the administrator regularly visits classrooms. All formal evaluations are based on Waldorf pedagogy and Common Core Standards. Timing of evaluations depend on the grade level and teacher experience.

Analysis of Current Instructional Program

The following statements are derived from the Elementary and Secondary Education Act (ESEA) of 1965 and Essential Program Components (EPCs). In conjunction with the needs assessments, these categories may be used to discuss and develop critical findings that characterize current instructional practice for numerically significant subgroups as well as individual students who are:

- Not meeting performance goals
- Meeting performance goals
- Exceeding performance goals

Discussion of each of these statements should result in succinct and focused findings based on verifiable facts. Avoid vague or general descriptions. Each successive school plan should examine the status of these findings and note progress made. Special consideration should be given to any practices, policies, or procedures found to be noncompliant through ongoing monitoring of categorical programs.

Standards, Assessment, and Accountability

Use of state and local assessments to modify instruction and improve student achievement (ESEA)

Block and Benchmark assessments are implemented based Common Core State Standards and Waldorf pedagogy. Local assessments are administered at the end of each block and three times per year. Instruction is reviewed and adjusted based on these assessments. CCAASP assessments are completed annually and results are also used to monitor and adjust instruction.

Use of data to monitor student progress on curriculum-embedded assessments and modify instruction (EPC)

Benchmark Assessments are administered each trimester during a testing window. The Academic Leadership team uses QRI, Rigby, BPST and iReady to establish reading math and intervention groups in collaboration with the classroom teachers.

Staffing and Professional Development

Status of meeting requirements for highly qualified staff (ESEA)

Classroom teaching staff meet the requirements for the highly qualified teacher as set forth in the No Child Left Behind (NCLB) legislature.

Sufficiency of credentialed teachers and teacher professional development (e.g., access to instructional materials training on SBE-adopted instructional materials) (EPC)

Teachers attend Waldorf "Art of Teaching" annually to review grade level expectations and prepare annual plans.

Alignment of staff development to content standards, assessed student performance, and professional needs (ESEA)

Teachers have the opportunity to work with mentor teams within the staff and attend local, regional and Butte County Office of Education training.

Ongoing instructional assistance and support for teachers (e.g., use of content experts and instructional coaches) (EPC)

The Education Director, an experienced Waldorf teacher, works with teachers to give on going support and instructional assistance for teachers.

Teacher collaboration by grade level (kindergarten through grade eight [K–8]) and department (grades nine through twelve) (EPC)

Early release Thursdays are available for grade level collaboration.

Teaching and Learning

Alignment of curriculum, instruction, and materials to content and performance standards (ESEA)

The instructional program at Blue Oak integrates Waldorf Pedagogy with Common Core State Standards.

Adherence to recommended instructional minutes for reading/language arts and mathematics (K–8) (EPC)

Blue Oak adheres to the recommended instructional minutes for Reading/Language Arts and Mathematics. This varies per grade level and are addressed through specific instruction and main lesson blocks.

Lesson pacing schedule (K–8) and master schedule flexibility for sufficient numbers of intervention courses (EPC)

Daily schedules are developed around Main Lesson blocks and specialties designed by teachers. These adjust to meet the needs for intervention courses.

Availability of standards-based instructional materials appropriate to all student groups (ESEA)

Blue Oak uses Waldorf curriculum structure integrated with Common Core Standards material that is available to all students.

Use of SBE-adopted and standards-aligned instructional materials, including intervention materials, and for high school students, access to standards-aligned core courses (EPC)

Teachers utilize or develop standards based curriculum and materials that are available to all students.

Opportunity and Equal Educational Access

Services provided by the regular program that enable underperforming students to meet standards (ESEA)

All students are provided access to the core curriculum with support from the intervention staff and Resource Specialist

Teacher. Support is provided through the Resource and intervention classrooms and the grade level classrooms.

Evidence-based educational practices to raise student achievement

Teachers maintain knowledge of current research strategies for improving student achievement. All curriculum and supplemental materials used on a regular basis are research-based educational practices.

Parental Engagement

Resources available from family, school, district, and community to assist under-achieving students (ESEA)

In addition to the intervention support from the Learning Center and Title 1 program for struggling students, Blue Oak works to provide educational experiences for parents such as Nurtured Heart Approach training, Speakers on technology and children and Waldorf education nights.

Involvement of parents, community representatives, classroom teachers, other school personnel, and students in secondary schools, in the planning, implementation, and evaluation of ConApp programs (5 California Code of Regulations 3932)

Many parents volunteer in classrooms, assist teachers with preparation and individual and small group instruction. Parents also serve on school committees and make our experiential learning programs such as the garden and extensive grades level based educational field trips possible.

Funding

Services provided by categorical funds that enable underperforming students to meet standards (ESEA)

Categorical funds provide Math and ELA intervention staff to help under-performing students meet proficiency levels.

Fiscal support (EPC)

Blue Oak receives categorical funding through Title 1

Stakeholder Involvement

How, when, and with whom did the school consult as part of the planning process for this SPSA/Annual Review and Update?

Involvement Process for the SPSA and Annual Review and Update

Resource Inequities

Briefly identify and describe any resource inequities identified as a result of the required needs assessment, as applicable.

School and Student Performance Data

Student Enrollment Enrollment By Student Group

Student Enrollment by Subgroup						
Student Group	Percent of Enrollment			Number of Students		
	17-18	18-19	19-20	17-18	18-19	19-20
American Indian	1.07%	.65%	0.63%	4	2	2
African American	4.80%	2.26%	4.08%	18	7	13
Asian	3.73%	.95%	1.25%	14	3	4
Filipino	%	%	0%			0
Hispanic/Latino	17.33%	21.29%	20.69%	65	66	66
Pacific Islander	0.53%	%	0.63%	2		2
White	68.80%	65.81%	64.89%	258	204	207
Multiple/No Response	%	%	5.33%			8
Total Enrollment				375	311	319

Student Enrollment Enrollment By Grade Level

Student Enrollment by Grade Level			
Grade	Number of Students		
	17-18	18-19	19-20
Kindergarten	63	42	42
Grade 1	34	26	29
Grade 2	43	38	36
Grade3	56	36	38
Grade 4	27	30	32
Grade 5	50	47	47
Grade 6	50	23	23
Grade 7	28	36	37
Grade 8	24	33	35
Grade 9		N/A	
Grade 10		N/A	
Grade 11		N/A	
Grade 12		N/A	
Total Enrollment	375		319

Conclusions based on this data:

1.

School and Student Performance Data

Student Enrollment English Learner (EL) Enrollment

English Learner (EL) Enrollment						
Student Group	Number of Students			Percent of Students		
	17-18	18-19	19-20	17-18	18-19	19-20
English Learners	5		9	1.61		2.8%
Fluent English Proficient (FEP)	3		4	0.8%		1.3%
Reclassified Fluent English Proficient (RFEP)			2	0		14.3%

Conclusions based on this data:

1.

School and Student Performance Data

CAASPP Results English Language Arts/Literacy (All Students)

Overall Participation for All Students												
Grade Level	# of Students Enrolled			# of Students Tested			# of Students with			% of Enrolled Students		
	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19
Grade 3	29	58	40	24	54	37	24	54	37	82.8	93.1	92.5
Grade 4	56	25	55	45	23	51	44	23	51	80.4	92	92.7
Grade 5	54	53	28	51	50	27	50	50	27	94.4	94.3	96.4
Grade 6	41	45	49	36	43	47	36	43	47	87.8	95.6	95.9
Grade 7	28	25	38	24	24	38	24	24	38	85.7	96	100
Grade 8	38	23	26	35	22	25	35	22	25	92.1	95.7	96.2
All	246	229	236	215	216	225	213	216	225	87.4	94.3	95.3

* The “% of Enrolled Students Tested” showing in this table is not the same as “Participation Rate” for federal accountability

Overall Achievement for All Students															
Grade Level	Mean Scale Score			% Standard			% Standard Met			% Standard Nearly			% Standard Not		
	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19
Grade 3	2372.	2369.	2358.	12.50	5.56	0.00	8.33	14.81	27.03	25.00	27.78	18.92	54.17	51.85	54.05
Grade 4	2404.	2456.	2424.	11.36	13.04	9.80	15.91	30.43	19.61	20.45	21.74	23.53	52.27	34.78	47.06
Grade 5	2452.	2456.	2509.	8.00	8.00	14.81	22.00	32.00	51.85	28.00	12.00	14.81	42.00	48.00	18.52
Grade 6	2504.	2506.	2489.	2.78	6.98	8.51	30.56	34.88	36.17	33.33	25.58	10.64	33.33	32.56	44.68
Grade 7	2544.	2534.	2556.	16.67	4.17	13.16	45.83	41.67	36.84	12.50	33.33	36.84	25.00	20.83	13.16
Grade 8	2545.	2559.	2570.	2.86	18.18	8.00	45.71	31.82	40.00	34.29	31.82	40.00	17.14	18.18	12.00
All Grades	N/A	N/A	N/A	8.45	8.33	8.89	27.23	29.17	33.33	26.29	24.07	23.11	38.03	38.43	34.67

Reading Demonstrating understanding of literary and non-fictional texts									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19
Grade 3	13.04	11.11	5.41	30.43	42.59	43.24	56.52	46.30	51.35
Grade 4	18.60	22.73	11.76	34.88	50.00	47.06	46.51	27.27	41.18
Grade 5	10.20	12.00	22.22	48.98	42.00	55.56	40.82	46.00	22.22
Grade 6	13.89	11.63	27.66	63.89	53.49	25.53	22.22	34.88	46.81
Grade 7	33.33	20.83	31.58	37.50	50.00	42.11	29.17	29.17	26.32
Grade 8	11.43	13.64	28.00	62.86	59.09	56.00	25.71	27.27	16.00
All Grades	15.71	13.95	20.44	47.62	47.91	43.11	36.67	38.14	36.44

Writing Producing clear and purposeful writing									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19
Grade 3	8.70	3.70	2.70	39.13	40.74	40.54	52.17	55.56	56.76
Grade 4	16.28	23.81	1.96	34.88	47.62	49.02	48.84	28.57	49.02
Grade 5	12.00	16.00	22.22	48.00	42.00	55.56	40.00	42.00	22.22
Grade 6	13.89	9.30	12.77	36.11	51.16	44.68	50.00	39.53	42.55
Grade 7	16.67	8.33	21.05	58.33	45.83	57.89	25.00	45.83	21.05
Grade 8	8.57	31.82	4.00	54.29	31.82	76.00	37.14	36.36	20.00
All Grades	12.80	13.08	10.22	44.55	43.46	52.00	42.65	43.46	37.78

Listening Demonstrating effective communication skills									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19
Grade 3	0.00	7.41	13.51	62.50	64.81	48.65	37.50	27.78	37.84
Grade 4	11.63	17.39	17.65	53.49	69.57	56.86	34.88	13.04	25.49
Grade 5	10.00	8.00	22.22	66.00	66.00	48.15	24.00	26.00	29.63
Grade 6	13.89	16.28	14.89	75.00	69.77	63.83	11.11	13.95	21.28
Grade 7	25.00	12.50	26.32	50.00	83.33	65.79	25.00	4.17	7.89
Grade 8	5.71	22.73	28.00	82.86	59.09	64.00	11.43	18.18	8.00
All Grades	10.85	12.50	19.56	65.57	68.06	58.22	23.58	19.44	22.22

Research/Inquiry Investigating, analyzing, and presenting information									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19
Grade 3	13.04	9.26	2.70	43.48	48.15	45.95	43.48	42.59	51.35
Grade 4	9.30	13.64	9.80	44.19	63.64	52.94	46.51	22.73	37.25
Grade 5	8.16	16.00	29.63	42.86	38.00	51.85	48.98	46.00	18.52
Grade 6	8.33	11.63	12.77	61.11	69.77	51.06	30.56	18.60	36.17
Grade 7	25.00	12.50	18.42	45.83	75.00	73.68	29.17	12.50	7.89
Grade 8	17.14	18.18	24.00	60.00	59.09	48.00	22.86	22.73	28.00
All Grades	12.38	13.02	14.67	49.52	55.81	54.22	38.10	31.16	31.11

Conclusions based on this data:

1. School wide only 93% of students tested reducing the accuracy of the testing as a whole.
2. Writing should be a focus on school improvement.
3. Listening skills are a strength.

School and Student Performance Data

CAASPP Results Mathematics (All Students)

Overall Participation for All Students												
Grade Level	# of Students Enrolled			# of Students Tested			# of Students with			% of Enrolled Students		
	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19
Grade 3	29	58	40	24	54	37	24	54	37	82.8	93.1	92.5
Grade 4	56	24	55	46	22	52	45	22	52	82.1	91.7	94.5
Grade 5	54	52	28	53	48	27	53	48	27	98.1	92.3	96.4
Grade 6	41	45	49	35	44	47	35	44	47	85.4	97.8	95.9
Grade 7	28	25	38	23	24	37	23	24	37	82.1	96	97.4
Grade 8	38	23	26	37	22	25	36	21	25	97.4	95.7	96.2
All	246	227	236	218	214	225	216	213	225	88.6	94.3	95.3

* The “% of Enrolled Students Tested” showing in this table is not the same as “Participation Rate” for federal accountability purposes.

Overall Achievement for All Students															
Grade Level	Mean Scale Score			% Standard			% Standard Met			% Standard Nearly			% Standard Not		
	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19
Grade 3	2387.	2393.	2380.	12.50	7.41	10.81	16.67	20.37	8.11	20.83	31.48	32.43	50.00	40.74	48.65
Grade 4	2414.	2488.	2425.	2.22	22.73	3.85	17.78	18.18	9.62	26.67	45.45	44.23	53.33	13.64	42.31
Grade 5	2466.	2422.	2510.	11.32	0.00	22.22	9.43	8.33	18.52	32.08	25.00	33.33	47.17	66.67	25.93
Grade 6	2519.	2513.	2466.	17.14	18.18	8.51	17.14	15.91	6.38	40.00	36.36	31.91	25.71	29.55	53.19
Grade 7	2532.	2573.	2545.	17.39	16.67	16.22	26.09	37.50	21.62	21.74	33.33	37.84	34.78	12.50	24.32
Grade 8	2550.	2528.	2575.	16.67	9.52	12.00	19.44	33.33	36.00	27.78	19.05	28.00	36.11	38.10	24.00
All Grades	N/A	N/A	N/A	12.04	10.80	11.11	16.67	19.72	14.67	29.17	31.46	35.56	42.13	38.03	38.67

Concepts & Procedures Applying mathematical concepts and procedures									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19
Grade 3	12.50	22.22	13.51	37.50	31.48	32.43	50.00	46.30	54.05
Grade 4	8.89	40.91	3.85	26.67	27.27	26.92	64.44	31.82	69.23
Grade 5	15.09	2.08	25.93	22.64	10.42	37.04	62.26	87.50	37.04
Grade 6	20.00	18.18	8.51	42.86	34.09	25.53	37.14	47.73	65.96
Grade 7	21.74	25.00	27.03	43.48	54.17	24.32	34.78	20.83	48.65
Grade 8	19.44	14.29	24.00	44.44	38.10	52.00	36.11	47.62	24.00
All Grades	15.74	18.31	15.11	34.26	30.05	31.11	50.00	51.64	53.78

Problem Solving & Modeling/Data Analysis Using appropriate tools and strategies to solve real world and mathematical problems									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19
Grade 3	20.83	11.11	16.22	29.17	48.15	35.14	50.00	40.74	48.65
Grade 4	8.89	18.18	5.77	24.44	59.09	53.85	66.67	22.73	40.38
Grade 5	9.43	8.33	29.63	45.28	29.17	59.26	45.28	62.50	11.11
Grade 6	17.14	22.73	6.38	51.43	50.00	46.81	31.43	27.27	46.81
Grade 7	21.74	25.00	21.62	47.83	62.50	48.65	30.43	12.50	29.73
Grade 8	13.89	33.33	20.00	61.11	38.10	60.00	25.00	28.57	20.00
All Grades	13.89	17.37	14.67	43.06	46.01	49.78	43.06	36.62	35.56

Communicating Reasoning Demonstrating ability to support mathematical conclusions									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19
Grade 3	12.50	5.56	10.81	37.50	48.15	45.95	50.00	46.30	43.24
Grade 4	4.44	31.82	7.69	37.78	54.55	42.31	57.78	13.64	50.00
Grade 5	7.55	2.08	25.93	47.17	33.33	44.44	45.28	64.58	29.63
Grade 6	25.71	20.45	8.51	37.14	43.18	31.91	37.14	36.36	59.57
Grade 7	26.09	29.17	18.92	43.48	45.83	64.86	30.43	25.00	16.22
Grade 8	11.11	9.52	8.00	52.78	52.38	72.00	36.11	38.10	20.00
All Grades	12.96	13.62	12.44	43.06	44.60	48.00	43.98	41.78	39.56

Conclusions based on this data:

1. School wide only 94.3 of students tested, this is an improvement but continues to be an issue.
2. Blue Oak's greatest weakness is in applying concepts and procedures.
3. Blue Oak's greatest strength is in supporting mathematical conclusions.

School and Student Performance Data

ELPAC Results

ELPAC Summative Assessment Data Number of Students and Mean Scale Scores for All Students								
Grade Level	Overall		Oral Language		Written Language		Number of Students Tested	
	17-18	18-19	17-18	18-19	17-18	18-19	17-18	18-19
Grade K	*	*	*	*	*	*	*	*
Grade 2	*	*	*	*	*	*	*	*
Grade 3	*	*	*	*	*	*	*	*
Grade 4	*	*	*	*	*	*	*	*
Grade 5		*		*		*		*
Grade 6	*		*		*		*	
Grade 7		*		*		*		*
Grade 8		*		*		*		*
All Grades							*	10

Overall Language Percentage of Students at Each Performance Level for All Students										
Grade Level	Level 4		Level 3		Level 2		Level 1		Total Number of Students	
	17-18	18-19	17-18	18-19	17-18	18-19	17-18	18-19	17-18	18-19
2	*	*	*	*		*		*	*	*
All Grades	*	*	*	*		*		*	*	*

Oral Language Percentage of Students at Each Performance Level for All Students										
Grade Level	Level 4		Level 3		Level 2		Level 1		Total Number of Students	
	17-18	18-19	17-18	18-19	17-18	18-19	17-18	18-19	17-18	18-19
All Grades	*	*	*	*		*		*	*	*

Written Language Percentage of Students at Each Performance Level for All Students										
Grade Level	Level 4		Level 3		Level 2		Level 1		Total Number of Students	
	17-18	18-19	17-18	18-19	17-18	18-19	17-18	18-19	17-18	18-19
2	*	*		*	*	*	*	*	*	*
All Grades	*	*	*	*	*	*	*	*	*	*

Listening Domain Percentage of Students by Domain Performance Level for All Students								
Grade Level	Well Developed		Somewhat/Moderately		Beginning		Total Number of Students	
	17-18	18-19	17-18	18-19	17-18	18-19	17-18	18-19
All Grades	*	*	*	*		*	*	*

Speaking Domain Percentage of Students by Domain Performance Level for All Students								
Grade Level	Well Developed		Somewhat/Moderately		Beginning		Total Number of Students	
	17-18	18-19	17-18	18-19	17-18	18-19	17-18	18-19
All Grades	*	*	*	*		*	*	*

Reading Domain Percentage of Students by Domain Performance Level for All Students								
Grade Level	Well Developed		Somewhat/Moderately		Beginning		Total Number of Students	
	17-18	18-19	17-18	18-19	17-18	18-19	17-18	18-19
2	*	*	*	*	*	*	*	*
All Grades	*	*	*	*	*	*	*	*

Writing Domain Percentage of Students by Domain Performance Level for All Students								
Grade Level	Well Developed		Somewhat/Moderately		Beginning		Total Number of Students	
	17-18	18-19	17-18	18-19	17-18	18-19	17-18	18-19
All Grades	*	*	*	*	*	*	*	*

Conclusions based on this data:

1.

School and Student Performance Data

Student Population

This section provides information about the school's student population.

2018-19 Student Population			
Total Enrollment	Socioeconomically Disadvantaged	English Learners	Foster Youth
360	55.3	3.9	0.8
This is the total number of students enrolled.	This is the percent of students who are eligible for free or reduced priced meals; or have parents/guardians who did not receive a high school diploma.	This is the percent of students who are learning to communicate effectively in English, typically requiring instruction in both the English Language and in their academic courses.	This is the percent of students whose well-being is the responsibility of a court.

2018-19 Enrollment for All Students/Student Group		
Student Group	Total	Percentage
English Learners	14	3.9
Foster Youth	3	0.8
Socioeconomically Disadvantaged	199	55.3
Students with Disabilities	37	10.3





Enrollment by Race/Ethnicity		
Student Group	Total	Percentage
African American	18	5.0
American Indian	2	0.6
Asian	9	2.5
Hispanic	72	20.0
Two or More Races	14	3.9
Pacific Islander	2	0.6
White	243	67.5

Conclusions based on this data:

1.

School and Student Performance Data

Overall Performance

2019 Fall Dashboard Overall Performance for All Students		
Academic Performance	Academic Engagement	Conditions & Climate
<div>English Language Arts</div> <div> Yellow</div>	<div>Chronic Absenteeism</div> <div> Red</div>	<div>Suspension Rate</div> <div> Red</div>
<div>Mathematics</div> <div> Yellow</div>		

Conclusions based on this data:

1.

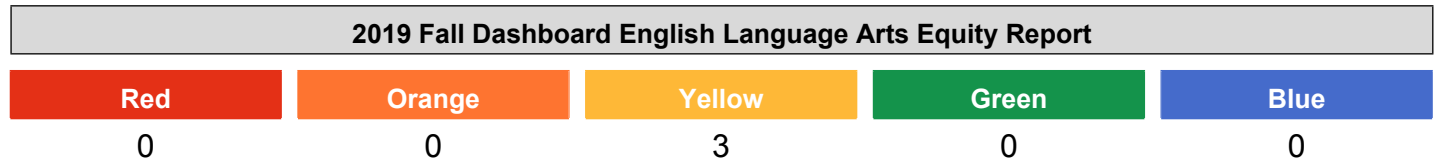
School and Student Performance Data

Academic Performance English Language Arts







The performance levels are color-coded and range from lowest-to-highest performance in the following order:











This section provides number of student groups in each color.



This section provides a view of Student Assessment Results and other aspects of this school's performance, specifically how well students are meeting grade-level standards on the English Language Arts assessment. This measure is based on student performance on the Smarter Balanced Summative Assessment, which is taken annually by students in grades 3–8 and grade 11.

2019 Fall Dashboard English Language Arts Performance for All Students/Student Group					
All Students	English Learners	Foster Youth	Homeless	Socioeconomically Disadvantaged	Students with Disabilities
 Yellow 27.1 points below standard Increased ++9 points 205	 No Performance Color 49.7 points below standard 11	 No Performance Color Less than 11 Students - Data Not Displayed for Privacy 2	 No Performance Color 12 points above standard 21	 Yellow 38.1 points below standard Increased Significantly ++27.1 points 129	 No Performance Color 87.1 points below standard Increased ++3.1 points 30

2019 Fall Dashboard English Language Arts Performance by Race/Ethnicity

African American  No Performance Color Less than 11 Students - Data Not Displayed for Privacy 8	American Indian  No Performance Color Less than 11 Students - Data Not Displayed for Privacy 2	Asian  No Performance Color Less than 11 Students - Data Not Displayed for Privacy 4	Filipino  No Performance Color 0 Students
Hispanic  Yellow 28.6 points below standard Increased ++11 points 36	Two or More Races  No Performance Color Less than 11 Students - Data Not Displayed for Privacy 8	Pacific Islander  No Performance Color Less than 11 Students - Data Not Displayed for Privacy 2	White  Yellow 22.4 points below standard Increased ++7 points 145

This section provides a view of Student Assessment Results and other aspects of this school's performance, specifically how well students are meeting grade-level standards on the English Language Arts assessment. This measure is based on student performance on the Smarter Balanced Summative Assessment, which is taken annually by students in grades 3–8 and grade 11.

2019 Fall Dashboard English Language Arts Data Comparisons for English Learners

Current English Learner Less than 11 Students - Data Not Displayed for Privacy 8	Reclassified English Learners Less than 11 Students - Data Not Displayed for Privacy 3	English Only 25.5 points below standard Increased ++9.2 points 193
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Conclusions based on this data:

1.

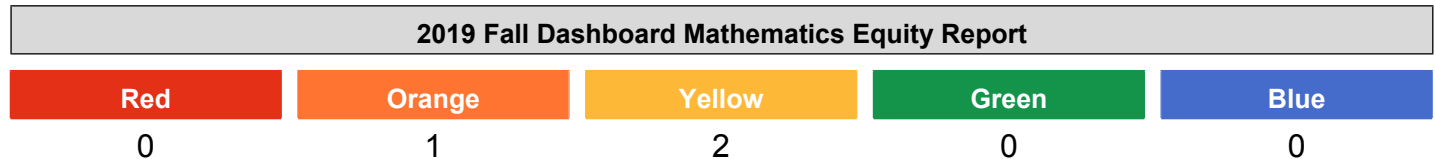
School and Student Performance Data

Academic Performance Mathematics







The performance levels are color-coded and range from lowest-to-highest performance in the following order:










This section provides number of student groups in each color.



This section provides a view of Student Assessment Results and other aspects of this school's performance, specifically how well students are meeting grade-level standards on the Mathematics assessment. This measure is based on student performance on the Smarter Balanced Summative Assessment, which is taken annually by students in grades 3–8 and grade 11.

2019 Fall Dashboard Mathematics Performance for All Students/Student Group		
All Students  Yellow 42.4 points below standard Increased ++5.9 points 207	English Learners  No Performance Color 34.9 points below standard 11	Foster Youth  No Performance Color Less than 11 Students - Data Not Displayed for Privacy 2
Homeless  No Performance Color 14 points below standard 21	Socioeconomically Disadvantaged  Yellow 55.5 points below standard Increased Significantly ++21.2 points 131	Students with Disabilities  No Performance Color 101.1 points below standard Increased Significantly ++19.7 points 30

2019 Fall Dashboard Mathematics Performance by Race/Ethnicity

African American	American Indian	Asian	Filipino
 No Performance Color Less than 11 Students - Data Not Displayed for Privacy 9	 No Performance Color Less than 11 Students - Data Not Displayed for Privacy 2	 No Performance Color Less than 11 Students - Data Not Displayed for Privacy 4	
Hispanic	Two or More Races	Pacific Islander	White
 Yellow 49.5 points below standard Increased Significantly ++18 points 36	 No Performance Color Less than 11 Students - Data Not Displayed for Privacy 8	 No Performance Color Less than 11 Students - Data Not Displayed for Privacy 2	 Orange 38.5 points below standard Maintained ++1 points 146

This section provides a view of Student Assessment Results and other aspects of this school's performance, specifically how well students are meeting grade-level standards on the Mathematics assessment. This measure is based on student performance on the Smarter Balanced Summative Assessment, which is taken annually by students in grades 3–8 and grade 11.

2019 Fall Dashboard Mathematics Data Comparisons for English Learners

Current English Learner	Reclassified English Learners	English Only
Less than 11 Students - Data Not Displayed for Privacy 8	Less than 11 Students - Data Not Displayed for Privacy 3	42.5 points below standard Increased ++5.7 points 195

Conclusions based on this data:

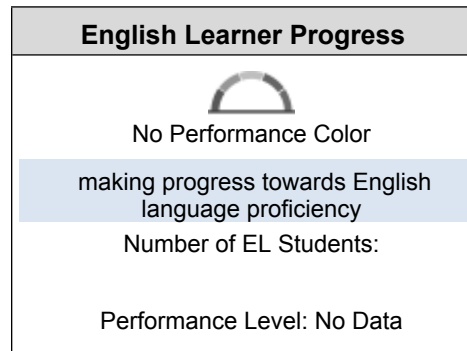
1.

School and Student Performance Data

Academic Performance English Learner Progress

This section provides a view of the percentage of current EL students making progress towards English language proficiency or maintaining the highest level.

2019 Fall Dashboard English Learner Progress Indicator



This section provides a view of the percentage of current EL students who progressed at least one ELPI level, maintained ELPI level 4, maintained lower ELPI levels (i.e, levels 1, 2L, 2H, 3L, or 3H), or decreased at least one ELPI Level.

2019 Fall Dashboard Student English Language Acquisition Results

Decreased
One ELPI Level

Maintained ELPI Level 1,
2L, 2H, 3L, or 3H

Maintained
ELPI Level 4

Progressed At Least
One ELPI Level

Conclusions based on this data:

1.

School and Student Performance Data

Academic Performance College/Career

The performance levels are color-coded and range from lowest-to-highest performance in the following order:

Lowest Performance Red Orange Yellow Green Blue Highest Performance

This section provides number of student groups in each color.

2019 Fall Dashboard College/Career Equity Report				
Red	Orange	Yellow	Green	Blue

This section provides information on the percentage of high school graduates who are placed in the "Prepared" level on the College/Career Indicator.

2019 Fall Dashboard College/Career for All Students/Student Group		
All Students	English Learners	Foster Youth
Homeless	Socioeconomically Disadvantaged	Students with Disabilities

2019 Fall Dashboard College/Career by Race/Ethnicity			
African American	American Indian	Asian	Filipino
Hispanic	Two or More Races	Pacific Islander	White

This section provides a view of the percent of students per year that qualify as Not Prepared, Approaching Prepared, and Prepared.

2019 Fall Dashboard College/Career 3-Year Performance		
Class of 2017	Class of 2018	Class of 2019
Prepared	Prepared	Prepared
Approaching Prepared	Approaching Prepared	Approaching Prepared
Not Prepared	Not Prepared	Not Prepared

Conclusions based on this data:

1.

School and Student Performance Data

Academic Engagement Chronic Absenteeism







The performance levels are color-coded and range from lowest-to-highest performance in the following order:











This section provides number of student groups in each color.

2019 Fall Dashboard Chronic Absenteeism Equity Report				
Red	Orange	Yellow	Green	Blue
2	2	0	0	0

This section provides information about the percentage of students in kindergarten through grade 8 who are absent 10 percent or more of the instructional days they were enrolled.

2019 Fall Dashboard Chronic Absenteeism for All Students/Student Group		
All Students  Red 23.2 Increased Significantly +3.1 397	English Learners  No Performance Color 0 Declined -10 13	Foster Youth  No Performance Color Less than 11 Students - Data Not Displayed for Privacy 3
Homeless  No Performance Color 30.6 49	Socioeconomically Disadvantaged  Orange 25.3 Declined -1.8 261	Students with Disabilities  Red 31 Increased +12.6 58

2019 Fall Dashboard Chronic Absenteeism by Race/Ethnicity

African American  No Performance Color <div style="background-color: #d9e1f2; text-align: center; padding: 2px;">45</div> Increased +13.2 20	American Indian  No Performance Color Less than 11 Students - Data Not Displayed for Privacy 3	Asian  No Performance Color Less than 11 Students - Data Not Displayed for Privacy 10	Filipino  No Performance Color Less than 11 Students - Data Not Displayed for Privacy 0
Hispanic  Red <div style="background-color: #d9e1f2; text-align: center; padding: 2px;">25.3</div> Increased +2.8 83	Two or More Races  No Performance Color <div style="background-color: #d9e1f2; text-align: center; padding: 2px;">42.9</div> Increased +30.4 21	Pacific Islander  No Performance Color Less than 11 Students - Data Not Displayed for Privacy 2	White  Orange <div style="background-color: #d9e1f2; text-align: center; padding: 2px;">19.8</div> Increased +0.6 258

Conclusions based on this data:

1.

School and Student Performance Data

Academic Engagement Graduation Rate

The performance levels are color-coded and range from lowest-to-highest performance in the following order:

Lowest Performance Red Orange Yellow Green Blue Highest Performance

This section provides number of student groups in each color.

2019 Fall Dashboard Graduation Rate Equity Report

Red

Orange

Yellow

Green

Blue

This section provides information about students completing high school, which includes students who receive a standard high school diploma or complete their graduation requirements at an alternative school.

2019 Fall Dashboard Graduation Rate for All Students/Student Group

All Students

English Learners

Foster Youth

Homeless

Socioeconomically Disadvantaged

Students with Disabilities

2019 Fall Dashboard Graduation Rate by Race/Ethnicity

African American

American Indian

Asian

Filipino

Hispanic

Two or More Races

Pacific Islander

White

This section provides a view of the percentage of students who received a high school diploma within four years of entering ninth grade or complete their graduation requirements at an alternative school.

2019 Fall Dashboard Graduation Rate by Year

2018

2019

Conclusions based on this data:

1.

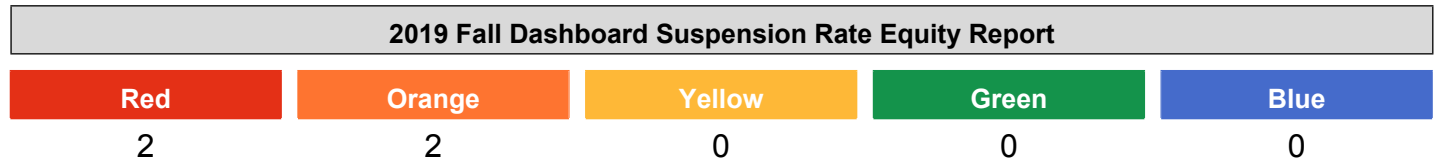
School and Student Performance Data

Conditions & Climate Suspension Rate







The performance levels are color-coded and range from lowest-to-highest performance in the following order:










This section provides number of student groups in each color.



This section provides information about the percentage of students in kindergarten through grade 12 who have been suspended at least once in a given school year. Students who are suspended multiple times are only counted once.

2019 Fall Dashboard Suspension Rate for All Students/Student Group		
All Students  Red 6.6 Increased +1.6 408	English Learners  No Performance Color 0 Declined -15 13	Foster Youth  No Performance Color Less than 11 Students - Data Not 3
Homeless  No Performance Color 3.9 51	Socioeconomically Disadvantaged  Red 8.1 Increased +1.2 270	Students with Disabilities  Red 11.9 Increased +4 59

2019 Fall Dashboard Suspension Rate by Race/Ethnicity

African American	American Indian	Asian	Filipino
 No Performance Color 23.8 Increased +10.2 21	 No Performance Color Less than 11 Students - Data 3	 No Performance Color Less than 11 Students - Data 10	
Hispanic	Two or More Races	Pacific Islander	White
 Orange 5.8 Increased +0.3 86	 No Performance Color 13 Increased +7.2 23	 No Performance Color Less than 11 Students - Data 2	 Orange 4.9 Increased +0.7 263

This section provides a view of the percentage of students who were suspended.

2019 Fall Dashboard Suspension Rate by Year

2017	2018	2019
	5	6.6

Conclusions based on this data:

1.

Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

Goal Subject

English Language Arts

LEA/LCAP Goal

Improve implementation of ELA instruction by 1) Re-establish full implementation of Reading Discovery 2) Implement ELA outline for phonics and grammar for 1st through 8th, 3) Improve assessment to include all levels of achievement 4) Coordinate with Special Education on remediation 5) Establish Expansion plans for advanced learners 6) Continue School Moves

Goal 1

Identified Need

Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
------------------	-------------------------	------------------

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

Strategy/Activity

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

Goal Subject

LEA/LCAP Goal

Goal 2

Identified Need

Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
------------------	-------------------------	------------------

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

Strategy/Activity

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

Goal Subject

LEA/LCAP Goal

Goal 3

Identified Need

Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
------------------	-------------------------	------------------

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

Strategy/Activity

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

Goal Subject

LEA/LCAP Goal

Goal 4

Identified Need

Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
------------------	-------------------------	------------------

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

Strategy/Activity

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

Goal Subject

LEA/LCAP Goal

Goal 5

Identified Need

Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
------------------	-------------------------	------------------

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

Strategy/Activity

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Budget Summary

Complete the table below. Schools may include additional information. Adjust the table as needed. The Budget Summary is required for schools funded through the ConApp, and/or that receive funds from the LEA for Comprehensive Support and Improvement (CSI).

Budget Summary

Description	Amount
Total Funds Provided to the School Through the Consolidated Application	\$
Total Federal Funds Provided to the School from the LEA for CSI	\$
Total Funds Budgeted for Strategies to Meet the Goals in the SPSA	\$

Other Federal, State, and Local Funds

List the additional Federal programs that the school is including in the schoolwide program. Adjust the table as needed. If the school is not operating a Title I schoolwide program this section is not applicable and may be deleted.

Federal Programs	Allocation (\$)
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Subtotal of additional federal funds included for this school: \$

List the State and local programs that the school is including in the schoolwide program. Duplicate the table as needed.

State or Local Programs	Allocation (\$)
-------------------------	-----------------

Subtotal of state or local funds included for this school: \$

Total of federal, state, and/or local funds for this school: \$

Budgeted Funds and Expenditures in this Plan

The tables below are provided to help the school track expenditures as they relate to funds budgeted to the school.

Funds Budgeted to the School by Funding Source

Funding Source	Amount	Balance
Title I	80,000	80,000.00

Expenditures by Funding Source

Funding Source	Amount
----------------	--------

Expenditures by Budget Reference

Budget Reference	Amount
------------------	--------

Expenditures by Budget Reference and Funding Source

Budget Reference	Funding Source	Amount
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Expenditures by Goal

Goal Number	Total Expenditures
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School Site Council Membership

California Education Code describes the required composition of the School Site Council (SSC). The SSC shall be composed of the principal and representatives of: teachers selected by teachers at the school; other school personnel selected by other school personnel at the school; parents of pupils attending the school selected by such parents; and, in secondary schools, pupils selected by pupils attending the school. The current make-up of the SSC is as follows:

School Principal
Classroom Teachers

Name of Members	Role
Susan Domenighini	Principal
Ally Welch	Classroom Teacher
Sarah Lee	Classroom Teacher
	Classroom Teacher
	Other School Staff
	Parent or Community Member
	Parent or Community Member
	Parent or Community Member

At elementary schools, the school site council must be constituted to ensure parity between (a) the principal, classroom teachers, and other school personnel, and (b) parents of students attending the school or other community members. Classroom teachers must comprise a majority of persons represented under section (a). At secondary schools there must be, in addition, equal numbers of parents or other community members selected by parents, and students. Members must be selected by their peer group.

Recommendations and Assurances

The School Site Council (SSC) recommends this school plan and proposed expenditures to the district governing board for approval and assures the board of the following:

The SSC is correctly constituted and was formed in accordance with district governing board policy and state law.

The SSC reviewed its responsibilities under state law and district governing board policies, including those board policies relating to material changes in the School Plan for Student Achievement (SPSA) requiring board approval.

The SSC sought and considered all recommendations from the following groups or committees before adopting this plan:

Signature	Committee or Advisory Group Name
------------------	---

The SSC reviewed the content requirements for school plans of programs included in this SPSA and believes all such content requirements have been met, including those found in district governing board policies and in the local educational agency plan.

This SPSA is based on a thorough analysis of student academic performance. The actions proposed herein form a sound, comprehensive, coordinated plan to reach stated school goals to improve student academic performance.

This SPSA was adopted by the SSC at a public meeting on .

Attested:

Principal, Susan Domenighini on

Instructions

The School Plan for Student Achievement (SPSA) is a strategic plan that maximizes the resources available to the school while minimizing duplication of effort with the ultimate goal of increasing student achievement. SPSA development should be aligned with and inform the Local Control and Accountability Plan process.

The SPSA consolidates all school-level planning efforts into one plan for programs funded through the consolidated application (ConApp), and for federal school improvement programs, including schoolwide programs, Comprehensive Support and Improvement (CSI), Targeted Support and Improvement (TSI), and Additional Targeted Support and Improvement (ATSI), pursuant to California Education Code (EC) Section 64001 and the Elementary and Secondary Education Act as amended by the Every Student Succeeds Act (ESSA). This template is designed to meet schoolwide program planning requirements. It also notes how to meet CSI, TSI, or ATSI requirements, as applicable.

California's ESSA State Plan supports the state's approach to improving student group performance through the utilization of federal resources. Schools use the SPSA to document their approach to maximizing the impact of federal investments in support of underserved students. The implementation of ESSA in California presents an opportunity for schools to innovate with their federally-funded programs and align them with the priority goals of the school and the LEA that are being realized under the state's Local Control Funding Formula (LCFF).

The LCFF provides schools and LEAs flexibility to design programs and provide services that meet the needs of students in order to achieve readiness for college, career, and lifelong learning. The SPSA planning process supports continuous cycles of action, reflection, and improvement. Consistent with EC 65001, the Schoolsite Council (SSC) is required to develop and annually review the SPSA, establish an annual budget, and make modifications to the plan that reflect changing needs and priorities, as applicable.

For questions related to specific sections of the template, please see instructions below:

Instructions: Linked Table of Contents

The SPSA template meets the requirements of schoolwide planning (SWP). Each section also contains a notation of how to meet CSI, TSI, or ATSI requirements.

[Stakeholder Involvement](#)

[Goals, Strategies, & Proposed Expenditures](#)

[Planned Strategies/Activities](#)

[Annual Review and Update](#)

[Budget Summary](#)

[Appendix A: Plan Requirements for Title I Schoolwide Programs](#)

[Appendix B: Plan Requirements for Schools to Meet Federal School Improvement Planning Requirements](#)

[Appendix C: Select State and Federal Programs](#)

For additional questions or technical assistance related to LEA and school planning, please contact the Local Agency Systems Support Office, at LCFF@cde.ca.gov.

For programmatic or policy questions regarding Title I schoolwide planning, please contact the local educational agency, or the CDE's Title I Policy and Program Guidance Office at TITLEI@cde.ca.gov.

For questions or technical assistance related to meeting federal school improvement planning requirements (for CSI, TSI, and ATSI), please contact the CDE's School Improvement and Support Office at SISO@cde.ca.gov.

Purpose and Description

Schools identified for Comprehensive Support and Improvement (CSI), Targeted Support and Improvement (TSI), or Additional Targeted Support and Improvement (ATSI) must respond to the following prompts. A school that has not been identified for CSI, TSI, or ATSI may delete the Purpose and Description prompts.

Purpose

Briefly describe the purpose of this plan by selecting from Schoolwide Program, Comprehensive Support and Improvement, Targeted Support and Improvement, or Additional Targeted Support and Improvement)

Description

Briefly describe the school's plan for effectively meeting ESSA requirements in alignment with the Local Control and Accountability Plan and other federal, state, and local programs.

Stakeholder Involvement

Meaningful involvement of parents, students, and other stakeholders is critical to the development of the SPSA and the budget process. Schools must share the SPSA with school site-level advisory groups, as applicable (e.g., English Learner Advisory committee, student advisory groups, tribes and tribal organizations present in the community, as appropriate, etc.) and seek input from these advisory groups in the development of the SPSA.

The Stakeholder Engagement process is an ongoing, annual process. Describe the process used to involve advisory committees, parents, students, school faculty and staff, and the community in the development of the SPSA and the annual review and update.

[This section meets the requirements for TSI and ATSI.]

[When completing this section for CSI, the LEA shall partner with the school in the development and implementation of this plan.]

Resource Inequities

Schools eligible for CSI or ATSI must identify resource inequities, which may include a review of LEA- and school-level budgeting as a part of the required needs assessment. Identified resource inequities must be addressed through implementation of the CSI or ATSI plan. Briefly identify and describe any resource inequities identified as a result of the required needs assessment and summarize how the identified resource inequities are addressed in the SPSA.

[This section meets the requirements for CSI and ATSI. If the school is not identified for CSI or ATSI this section is not applicable and may be deleted.]

Goals, Strategies, Expenditures, & Annual Review

In this section a school provides a description of the annual goals to be achieved by the school. This section also includes descriptions of the specific planned strategies/activities a school will take to meet the identified goals, and a description of the expenditures required to implement the specific strategies and activities.

Goal

State the goal. A goal is a broad statement that describes the desired result to which all strategies/activities are directed. A goal answers the question: What is the school seeking to achieve?

It can be helpful to use a framework for writing goals such as the S.M.A.R.T. approach. A S.M.A.R.T. goal is one that is **Specific**, **Measurable**, **Achievable**, **Realistic**, and **Time-bound**. A level of specificity is needed in order to measure performance relative to the goal as well as to assess whether it is reasonably achievable. Including time constraints, such as milestone dates, ensures a realistic approach that supports student success.

A school may number the goals using the “Goal #” for ease of reference.

[When completing this section for CSI, TSI, and ATSI, improvement goals shall align to the goals, actions, and services in the LEA LCAP.]

Identified Need

Describe the basis for establishing the goal. The goal should be based upon an analysis of verifiable state data, including local and state indicator data from the California School Dashboard (Dashboard) and data from the School Accountability Report Card, including local data voluntarily collected by districts to measure pupil achievement.

[Completing this section fully addresses all relevant federal planning requirements]

Annual Measurable Outcomes

Identify the metric(s) and/or state indicator(s) that the school will use as a means of evaluating progress toward accomplishing the goal. A school may identify metrics for specific student groups. Include in the baseline column the most recent data associated with the metric or indicator available at the time of adoption of the SPSA. The most recent data associated with a metric or indicator includes data reported in the annual update of the SPSA. In the subsequent Expected Outcome column, identify the progress the school intends to make in the coming year.

[When completing this section for CSI the school must include school-level metrics related to the metrics that led to the school’s identification.]

[When completing this section for TSI/ATSI the school must include metrics related to the specific student group(s) that led to the school’s identification.]

Strategies/Activities

Describe the strategies and activities being provided to meet the described goal. A school may number the strategy/activity using the “Strategy/Activity #” for ease of reference.

Planned strategies/activities address the findings of the needs assessment consistent with state priorities and resource inequities, which may have been identified through a review of the local educational agency's budgeting, its local control and accountability plan, and school-level budgeting, if applicable.

[When completing this section for CSI, TSI, and ATSI, this plan shall include evidence-based interventions and align to the goals, actions, and services in the LEA LCAP.]

[When completing this section for CSI and ATSI, this plan shall address through implementation, identified resource inequities, which may have been identified through a review of LEA- and school-level budgeting.]

Students to be Served by this Strategy/Activity

Indicate in this box which students will benefit from the strategies/activities by indicating "All Students" or listing one or more specific student group(s) to be served.

[This section meets the requirements for CSI.]

[When completing this section for TSI and ATSI, at a minimum, the student groups to be served shall include the student groups that are consistently underperforming, for which the school received the TSI or ATSI designation. For TSI, a school may focus on all students or the student group(s) that led to identification based on the evidence-based interventions selected.]

Proposed Expenditures for this Strategy/Activity

For each strategy/activity, list the amount(s) and funding source(s) for the proposed expenditures for the school year to implement these strategies/activities. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal, identify the Title and Part, as applicable), Other State, and/or Local.

Proposed expenditures that are included more than once in a SPSA should be indicated as a duplicated expenditure and include a reference to the goal and strategy/activity where the expenditure first appears in the SPSA. Pursuant to Education Code, Section 64001(g)(3)(C), proposed expenditures, based on the projected resource allocation from the governing board or governing body of the LEA, to address the findings of the needs assessment consistent with the state priorities including identifying resource inequities which may include a review of the LEA's budgeting, its LCAP, and school-level budgeting, if applicable.

[This section meets the requirements for CSI, TSI, and ATSI.]

[NOTE: Federal funds for CSI shall not be used in schools identified for TSI or ATSI. In addition, funds for CSI shall not be used to hire additional permanent staff.]

Annual Review

In the following Analysis prompts, identify any material differences between what was planned and what actually occurred as well as significant changes in strategies/activities and/ or expenditures from the prior year. This annual review and analysis should be the basis for decision-making and updates to the plan.

Analysis

Using actual outcome data, including state indicator data from the Dashboard, analyze whether the planned strategies/activities were effective in achieving the goal. Respond to the prompts as instructed. Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal the Annual Review section is not required and this section may be deleted.

- Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.
- Briefly describe any major differences between either/or the intended implementation or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.
- Describe any changes that will be made to the goal, expected annual measurable outcomes, metrics/indicators, or strategies/activities to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard, as applicable. Identify where those changes can be found in the SPSA.

[When completing this section for CSI, TSI, or ATSI, any changes made to the goals, annual measurable outcomes, metrics/indicators, or strategies/activities, shall meet the CSI, TSI, or ATSI planning requirements. CSI, TSI, and ATSI planning requirements are listed under each section of the Instructions. For example, as a result of the Annual Review and Update, if changes are made to a goal(s), see the Goal section for CSI, TSI, and ATSI planning requirements.]

Budget Summary

In this section a school provides a brief summary of the funding allocated to the school through the ConApp and/or other funding sources as well as the total amount of funds for proposed expenditures described in the SPSA. The Budget Summary is required for schools funded through the ConApp and that receive federal funds for CSI. If the school is not operating a Title I schoolwide program this section is not applicable and may be deleted.

From its total allocation for CSI, the LEA may distribute funds across its schools that meet the criteria for CSI to support implementation of this plan. In addition, the LEA may retain a portion of its total allocation to support LEA-level expenditures that are directly related to serving schools eligible for CSI.

Budget Summary

A school receiving funds allocated through the ConApp should complete the Budget Summary as follows:

- **Total Funds Provided to the School Through the Consolidated Application:** This amount is the total amount of funding provided to the school through the ConApp for the school year. The school year means the fiscal year for which a SPSA is adopted or updated.
- **Total Funds Budgeted for Strategies to Meet the Goals in the SPSA:** This amount is the total of the proposed expenditures from all sources of funds associated with the strategies/activities reflected in the SPSA. To the extent strategies/activities and/or proposed expenditures are listed in the SPSA under more than one goal, the expenditures should be counted only once.

A school receiving federal funds for CSI should complete the Budget Summary as follows:

- Total Federal Funds Provided to the School from the LEA for CSI: This amount is the total amount of funding provided to the school from the LEA.

[NOTE: Federal funds for CSI shall not be used in schools eligible for TSI or ATSI. In addition, funds for CSI shall not be used to hire additional permanent staff.]

Appendix A: Plan Requirements

Schoolwide Program Requirements

This School Plan for Student Achievement (SPSA) template meets the requirements of a schoolwide program plan. The requirements below are for planning reference.

A school that operates a schoolwide program and receives funds allocated through the ConApp is required to develop a SPSA. The SPSA, including proposed expenditures of funds allocated to the school through the ConApp, must be reviewed annually and updated by the SSC. The content of a SPSA must be aligned with school goals for improving student achievement.

Requirements for Development of the Plan

- I. The development of the SPSA shall include both of the following actions:
 - A. Administration of a comprehensive needs assessment that forms the basis of the school's goals contained in the SPSA.
 1. The comprehensive needs assessment of the entire school shall:
 - a. Include an analysis of verifiable state data, consistent with all state priorities as noted in Sections 52060 and 52066, and informed by all indicators described in Section 1111(c)(4)(B) of the federal Every Student Succeeds Act, including pupil performance against state-determined long-term goals. The school may include data voluntarily developed by districts to measure pupil outcomes (described in the Identified Need); and
 - b. Be based on academic achievement information about all students in the school, including all groups under §200.13(b)(7) and migratory children as defined in section 1309(2) of the ESEA, relative to the State's academic standards under §200.1 to—
 - i. Help the school understand the subjects and skills for which teaching and learning need to be improved; and
 - ii. Identify the specific academic needs of students and groups of students who are not yet achieving the State's academic standards; and
 - iii. Assess the needs of the school relative to each of the components of the schoolwide program under §200.28.
 - iv. Develop the comprehensive needs assessment with the participation of individuals who will carry out the schoolwide program plan.
 - v. Document how it conducted the needs assessment, the results it obtained, and the conclusions it drew from those results.
 - B. Identification of the process for evaluating and monitoring the implementation of the SPSA and progress towards accomplishing the goals set forth in the SPSA (described in the Expected Annual Measurable Outcomes and Annual Review and Update).

Requirements for the Plan

- II. The SPSA shall include the following:
 - A. Goals set to improve pupil outcomes, including addressing the needs of student groups as identified through the needs assessment.

- B. Evidence-based strategies, actions, or services (described in Strategies and Activities)
1. A description of the strategies that the school will be implementing to address school needs, including a description of how such strategies will--
 - a. provide opportunities for all children including each of the subgroups of students to meet the challenging state academic standards
 - b. use methods and instructional strategies that:
 - i. strengthen the academic program in the school,
 - ii. increase the amount and quality of learning time, and
 - iii. provide an enriched and accelerated curriculum, which may include programs, activities, and courses necessary to provide a well-rounded education.
 - c. Address the needs of all children in the school, but particularly the needs of those at risk of not meeting the challenging State academic standards, so that all students demonstrate at least proficiency on the State's academic standards through activities which may include:
 - i. strategies to improve students' skills outside the academic subject areas;
 - ii. preparation for and awareness of opportunities for postsecondary education and the workforce;
 - iii. implementation of a schoolwide tiered model to prevent and address problem behavior;
 - iv. professional development and other activities for teachers, paraprofessionals, and other school personnel to improve instruction and use of data; and
 - v. strategies for assisting preschool children in the transition from early childhood education programs to local elementary school programs.
- C. Proposed expenditures, based on the projected resource allocation from the governing board or body of the local educational agency (may include funds allocated via the ConApp, federal funds for CSI, any other state or local funds allocated to the school), to address the findings of the needs assessment consistent with the state priorities, including identifying resource inequities, which may include a review of the LEAs budgeting, it's LCAP, and school-level budgeting, if applicable (described in Proposed Expenditures and Budget Summary). Employees of the schoolwide program may be deemed funded by a single cost objective.
- D. A description of how the school will determine if school needs have been met (described in the Expected Annual Measurable Outcomes and the Annual Review and Update).
1. Annually evaluate the implementation of, and results achieved by, the schoolwide program, using data from the State's annual assessments and other indicators of academic achievement;
 2. Determine whether the schoolwide program has been effective in increasing the achievement of students in meeting the State's academic standards, particularly for those students who had been furthest from achieving the standards; and
 3. Revise the plan, as necessary, based on the results of the evaluation, to ensure continuous improvement of students in the schoolwide program.

- E. A description of how the school will ensure parental involvement in the planning, review, and improvement of the schoolwide program plan (described in Stakeholder Involvement and/or Strategies/Activities).
- F. A description of the activities the school will include to ensure that students who experience difficulty attaining proficient or advanced levels of academic achievement standards will be provided with effective, timely additional support, including measures to
 - 1. Ensure that those students' difficulties are identified on a timely basis; and
 - 2. Provide sufficient information on which to base effective assistance to those students.
- G. For an elementary school, a description of how the school will assist preschool students in the successful transition from early childhood programs to the school.
- H. A description of how the school will use resources to carry out these components (described in the Proposed Expenditures for Strategies/Activities).
- I. A description of any other activities and objectives as established by the SSC (described in the Strategies/Activities).

Authority Cited: S Title 34 of the Code of Federal Regulations (34 CFR), sections 200.25-26, and 200.29, and sections-1114(b)(7)(A)(i)-(iii) and 1118(b) of the ESEA. EC sections 6400 et. seq.

Appendix B:

Plan Requirements for School to Meet Federal School Improvement Planning Requirements

For questions or technical assistance related to meeting Federal School Improvement Planning Requirements, please contact the CDE's School Improvement and Support Office at SISO@cde.ca.gov.

Comprehensive Support and Improvement

The LEA shall partner with stakeholders (including principals and other school leaders, teachers, and parents) to locally develop and implement the CSI plan for the school to improve student outcomes, and specifically address the metrics that led to eligibility for CSI (Stakeholder Involvement).

The CSI plan shall:

1. Be informed by all state indicators, including student performance against state-determined long-term goals (Goal, Identified Need, Expected Annual Measurable Outcomes, Annual Review and Update, as applicable);
2. Include evidence-based interventions (Strategies/Activities, Annual Review and Update, as applicable) (For resources related to evidence-based interventions, see the U.S. Department of Education's "Using Evidence to Strengthen Education Investments" at <https://www2.ed.gov/policy/elsec/leg/essa/guidanceusesinvestment.pdf>);
3. Be based on a school-level needs assessment (Goal, Identified Need, Expected Annual Measurable Outcomes, Annual Review and Update, as applicable); and
4. Identify resource inequities, which may include a review of LEA- and school-level budgeting, to be addressed through implementation of the CSI plan (Goal, Identified Need, Expected Annual Measurable Outcomes, Planned Strategies/Activities; and Annual Review and Update, as applicable).

Authority Cited: Sections 1003(e)(1)(A), 1003(i), 1111(c)(4)(B), and 1111(d)(1) of the ESSA.

Targeted Support and Improvement

In partnership with stakeholders (including principals and other school leaders, teachers, and parents) the school shall develop and implement a school-level TSI plan to improve student outcomes for each subgroup of students that was the subject of identification (Stakeholder Involvement).

The TSI plan shall:

1. Be informed by all state indicators, including student performance against state-determined long-term goals (Goal, Identified Need, Expected Annual Measurable Outcomes, Annual Review and Update, as applicable); and
2. Include evidence-based interventions (Planned Strategies/Activities, Annual Review and Update, as applicable). (For resources related to evidence-based interventions, see the U.S. Department of Education's "Using Evidence to Strengthen Education Investments" <https://www2.ed.gov/policy/elsec/leg/essa/guidanceusesinvestment.pdf>.)

Authority Cited: Sections 1003(e)(1)(B), 1003(i), 1111(c)(4)(B) and 1111(d)(2) of the ESSA.

Additional Targeted Support and Improvement

A school identified for ATSI shall:

1. Identify resource inequities, which may include a review of LEA- and school-level budgeting, which will be addressed through implementation of its TSI plan (Goal, Identified Need, Expected Annual Measurable Outcomes, Planned Strategies/Activities, and Annual Review and Update, as applicable).

Authority Cited: Sections 1003(e)(1)(B), 1003(i), 1111(c)(4)(B), and 1111(d)(2)(c) of the ESSA.

Single School Districts and Charter Schools Identified for School Improvement

Single school districts (SSDs) or charter schools that are identified for CSI, TSI, or ATSI, shall develop a SPSA that addresses the applicable requirements above as a condition of receiving funds (EC Section 64001[a] as amended by Assembly Bill [AB] 716, effective January 1, 2019).

However, a SSD or a charter school may streamline the process by combining state and federal requirements into one document which may include the local control and accountability plan (LCAP) and all federal planning requirements, provided that the combined plan is able to demonstrate that the legal requirements for each of the plans is met (EC Section 52062[a] as amended by AB 716, effective January 1, 2019).

Planning requirements for single school districts and charter schools choosing to exercise this option are available in the LCAP Instructions.

Authority Cited: EC sections 52062(a) and 64001(a), both as amended by AB 716, effective January 1, 2019.

Appendix C: Select State and Federal Programs

For a list of active programs, please see the following links:

Programs included on the Consolidated Application: <https://www.cde.ca.gov/fg/aa/co/>

ESSA Title I, Part A: School Improvement: <https://www.cde.ca.gov/sp/sw/t1/schoolsupport.asp>

Available Funding: <https://www.cde.ca.gov/fg/fo/af/>

Developed by the California Department of Education, January 2019