

Blue Oak Charter School
450 W. East Avenue, Chico, CA 95926
FINANCE COMMITTEE
REGULAR MEETING
Zoom Meeting

<https://bcoe.zoom.us/j/92248590972>

Meeting ID: 922 4859 0972

Tuesday, August 11, 2020 - 4:15 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

Notice: Any person with a disability may request the agenda be made available in an appropriate alternative format. A request for a disability-related modification or accommodation may be made by a person with a disability who requires a modification or accommodation in order to participate in the public meeting at, 450 W. East Ave., Chico, CA or by calling (530) 879-7483 between the hours of 8:00 a.m. and 4:00 p.m. Monday through Friday (at least 48 hours before the meeting). All efforts will be made for reasonable accommodations.

All times noted on the agenda are approximate and listed solely for convenience. The Board may hear items earlier or later than is noted and may move the order of agenda items.

AGENDA

OPEN SESSION - 4:15 PM

1. OPENING 15 Minutes

- 1.1. Call Meeting to Order
- 1.2. Roll Call of Committee 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 make a school."

1.4. Audience to Address the Committee

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

- 1.5. Agenda Modifications
- 1.6. Approve Minutes from July 14, 2020.

2. FINANCIAL REPORTS - 15 minutes

- 2.1. Charter Impact Monthly Report
 - 2.1.1. Attendance and Enrollment
 - 2.1.2. Cash Flow
 - 2.1.3. Balance Sheet Detail
 - 2.1.4. Warrants/Aged Payable
 - 2.1.5. Point of Sale Transactions/Check Register
 - 2.1.6. Actual to Budget Summary (*part of the Financial Forecast in the Charter Impact Report*)

3. BUSINESS - 25 minutes

- 3.1. Contracts

S Domenighini

- 3.1.1. Contracts (*including EHRMS, OT, Speech, Nurse*)
- 3.2. COVID CLM 87789-Blue Oak Charter School-Ed Agreement-VL-072820
- 3.3. 2020/21 budget updated for final state budget revised
- 3.4. Spring 2020 Consolidated Application for federal funding
- 3.5. Learning Continuity and Attendance Plan
- 3.6. Executive Director's Report

4. NEXT MEETING - September 8, 2020

5. ADJOURNMENT

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MINUTES

Tuesday, July 14, 2020 - 4:15 PM

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AGENDA

OPEN SESSION - 4:15 PM

1. OPENING 15 Minutes

1.1. Call Meeting to Order

- Susan Domenighini called the meeting to order at 4:19 PM

1.2. Roll Call of Committee Members and Establish Quorum

- Present: Chelsea Parker, Susan Domenighini, Chairun Combs, Maggie Buckley, Franki Boisseree
- Absent: Kate McDonald

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 make a school."

- Susan Domenighini read the school verse.

1.4. Audience to Address the Committee

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

- No audience to address the committee.

1.5. Agenda Modifications

- No agenda modification.

1.6. Approve Minutes from June 9, 2020, June 12, 2020, and June 26, 2020.

- Franki Boisseree made a motion to approve the minutes from June 9, 2020, June 12, 2020, and June 26, 2020. Chairun Combs seconded.
- No further discussion.
- Vote.

| Name | Yes | No | Abstain | Absent |
|-------------------|-----|----|---------|--------|
| Chelsea Parker | X | | | |
| Kate McDonald | | | | X |
| Chairun Combs | X | | | |
| Maggie Buckley | X | | | |
| Susan Domenighini | X | | | |
| Frankie Boisseree | X | | | |

➤ Vote passes.

2. FINANCIAL REPORTS - 15 minutes

2.1. Charter Impact Monthly Report

2.1.1. Attendance and Enrollment

2.1.2. Cash Flow

2.1.3. Balance Sheet Detail

2.1.4. Warrants/Aged Payable

2.1.5. Point of Sale Transactions/Check Register

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

- Jim Weber of Charter Impact presented the Monthly Report, going over each slide in the Charter Impact Monthly Report slideshow. He reviewed ongoing uncertainties at the state level and the expected delays in funding. Reviewed compliance items. This is the first look at June, the final statements will be ready before we go to audit.
- Maggie Buckley made a motion to accept the Financial Reports and recommend them to the Charter Council. Frankie Boisseree seconded.
- No further discussion.
- Vote.

| Name | Yes | No | Abstain | Absent |
|-------------------|-----|----|---------|--------|
| Chelsea Parker | X | | | |
| Kate McDonald | | | | X |
| Chairun Combs | X | | | |
| Maggie Buckley | X | | | |
| Susan Domenighini | X | | | |
| Frankie Boisseree | X | | | |

➤ Vote passes.

3. BUSINESS - 25 minutes

S Domenighini

3.1. Contracts

- Rachel Ceja spoke to the school psychologist contract and the need for a school psychologist. Susan Domenighini spoke to the details of the contract.
- Chelsea Parker made a motion to accept the School Psychologist contract and recommend it to the Charter Council. Chairun Combs seconded.
- No further discussion.
- Vote.

| Name | Yes | No | Abstain | Absent |
|-------------------|-----|----|---------|--------|
| Chelsea Parker | X | | | |
| Kate McDonald | | | | X |
| Chairun Combs | X | | | |
| Maggie Buckley | X | | | |
| Susan Domenighini | X | | | |
| Frankie Boisseree | X | | | |

- Vote passes.

3.2. AB 218 Revived Liability Funding Plan Update

- Susan Domenighini spoke to the AB 218 Liability Funds letter and the changes in liability insurance for charter schools.

3.3. Executive Director's Report

- Susan Domenighini presented her report. She shared that the preliminary audit meeting took place this last week, supplying documents and answering questions. Meetings with the auditor will continue to take place over the next few months via zoom.
- Susan Domenighini spoke to changes in funding that will allow charter schools to take out loans as a public agency, allowing for lower interest rates. This is still in the works and more information will be forthcoming.

4. NEXT MEETING - August 11, 2020

5. ADJOURNMENT

- Susan Domenighini adjourned the meeting at 4:42 PM.

Minutes taken by: Tess Slaton

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).

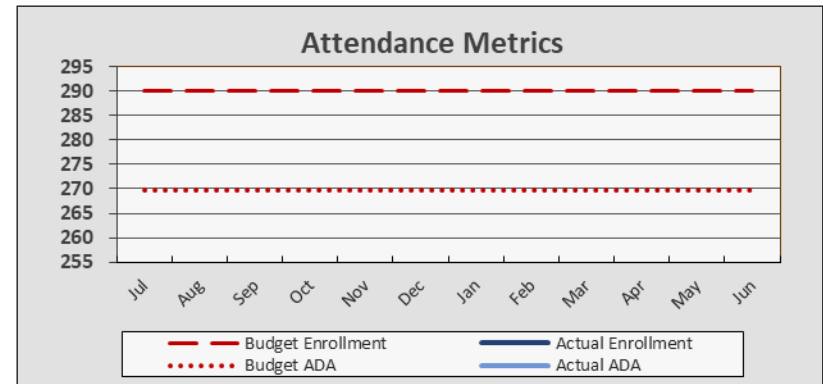
Attendance Data and Metrics



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 |
| Total Revenue | \$ 7,838 | \$ 8,892 |

| <i>Annual/Full Year</i> | | |
|-------------------------|---------------------|-------------------|
| Forecast | Budget | Fav/(Unf) |
| \$ 2,678,690 | \$ 2,263,433 | \$ 415,257 |
| 372,705 | 201,606 | 171,099 |
| 414,765 | 364,166 | 50,598 |
| 221,543 | 223,843 | (2,300) |
| \$ 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

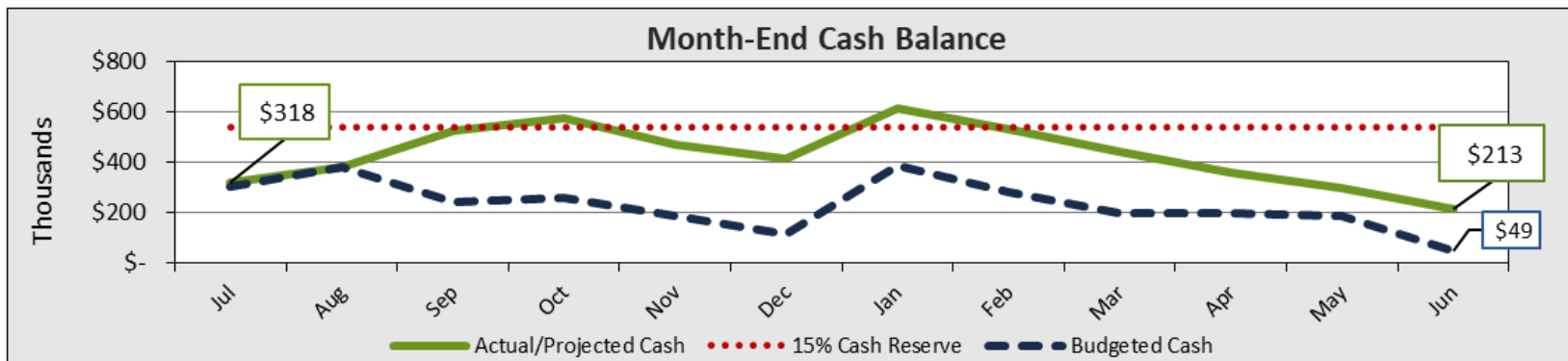
- Current early forecast surplus **+\$104K**.
- Fund balance forecast **\$633K**, 18%, 65 days expenses.
- Deferred funding reduces fund balance available as cash reserves.

| | <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 |

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 |
|---|--------------------------|-----------------------------|-------------------------------|------------------------|--------------|------------------------|------------------|
| 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 - SPCO files, other student related mail. | 212.90 | | |

*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)

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

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


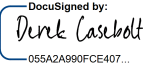
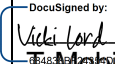


NASPO ValuePoint

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:  | 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 Approved by:  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.

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*****

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.

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*****

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.

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 |

*****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.

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) | sdomenighini@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

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.

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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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.) |
|---------------------------|------------------------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|----------------------|------------------|--------------------------|-------------------------|
| Jul-20 | Aug-20 | Sep-20 | Oct-20 | Nov-20 | Dec-20 | Jan-21 | Feb-21 | Mar-21 | Apr-21 | May-21 | Jun-21 | | | | | | |
| 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 | | | | |

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 |

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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 |
|---|------------|

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 |

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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

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

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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. |

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