Making Waves Academy

September MWA Board Meeting

Date and Time

Thursday September 5, 2019 at 11:00 AM PDT

Location

4123 Lakeside Dr, Richmond, CA 94806 (Upper School Library)

If you are in need of disability-related accommodations, please contact:
Si necesita adaptaciones relacionadas con la discapacidad, comuníquese con:
Elizabeth Martinez at emartinez@mwacademy.org or 510-275-7331.

To view the agenda in Spanish: CLICK HERE
Para ver la agenda en espanol: OPRIMA AQUI

All members of the public must pick up a visitor sticker from the main office to enter campus during school hours. In accordance with the Brown Act, you are not required to provide your name to attend and signing in is voluntary but a visitor sticker is required to keep the campus safe.

Members of the public attending the board meetings are to remain within the designated meeting location and are not allowed to walk around campus for safety reasons. Upon adjournment, visitors must exit campus.

Todos los miembros del público deben recoger una etiqueta de visitante en la oficina principal para entrar a la escuela durante el horario escolar. De acuerdo con la Ley Brown, no es necesario que proporcione su nombre para asistir y el registro es voluntario, pero se requiere una etiqueta de visitante para mantener el campus seguro.

Los miembros del público que asisten a las reuniones de la junta deben permanecer dentro del lugar de reunión designado y no se les permite caminar por el campus por razones de seguridad. Tras la suspensión de la junta, los visitantes deben salir del campus.

Agenda

		Purpose	Presenter	Time
I.	**Opening Items**			**11:00 AM**
	Opening Items			
A.	Record Attendance and Guests		Alicia Klein	1 m
	Roll call and verification of quorum.			
B.	Degree Conferral: Noemy Gonzalez		Jon Siapno	5 m
C.	Call the Meeting to Order		Alicia Klein	1 m
	Alicia Malet Klein will call the meeting to order and review meeting norms regarding attendees.			
D.	Closed Session	Discuss	Alicia Klein	10 m
	Discuss potential litigation and personnel matters.			
E.	Public Comments		Alicia Klein	20 m

- The public may address the MWA Board regarding any item within the subject-matter jurisdiction of the MWA governing board.
- Under Public Comment, members of the public may
  - Comment on items on the agenda
  - Comment on items not on the agenda
  - ***Presentations are limited to two minutes each***, or a total of twenty minutes for all speakers, or the two-minute limit may be shortened.
- In accordance to the Brown Act, the MWA Board may listen to comments, but can neither discuss nor take action on the topics presented. Members of the board are very limited in their response to statements or questions by persons commenting on items not on the agenda.
- ***Speaker cards are located at the entrance of the Board Room and should be turned in to the designated staff member or to the Board prior to the beginning of public comment for general public comment and before board discussion commences following staff presentations.***
- Under SB1036 the minutes from this meeting will omit student and parent names and other directory information, except as required by judicial order or

		Purpose	Presenter	Time

federal law. If a parent/ legal guardian wishes a name be included, one must inform the board prior to their public comment.

II. Standing Reports — 11:37 AM

Academic Excellence

A.	Adjusting for Successful Growth	Discuss	Alicia Klein	10 m

- Board Meeting Adjustments
- Student Enrollment Acknowledgement
- Parent Forum Update
- Staff Satisfaction Survey
- Board Dashboard
- Charter Legislation

B.	Mission Connection: Introduction of new MWA & MWAS employees	Discuss	Alton B. Nelson Jr.	15 m

Introduction and Q & A with new school-based and central office leaders.

C.	Deep Dive: CAASPP Results	Discuss	Caitlin Shelburne, Priscilla Mendez & Kara Alhadeff	30 m

Directors of Curriculum & Instruction and the Director of Data & Assessment will share initial 2018-19 results, followed by Q&A

D.	Q&A on Division Director Reports	Discuss	Evangelia Ward-Jackson & Upper School Senior Leadership	20 m

Items to be covered in reports:

From the Director's Desk

- Start of the Year Reflections (August PD, student return)
- Priorities for the Year
  - Divisional
  - Departmental

Board members will have an opportunity to ask questions and further discuss contents of the MS and US Division Director written reports.

		Purpose	Presenter	Time
E.	CEO Presentation & Report	Discuss	Alton B. Nelson Jr.	20 m

Board members will have an opportunity to ask questions and further discuss contents of the CEO written report. Presentation will cover:

- Focus areas and priorities for 2019-20
- Org structure changes & updates
- Stakeholder engagement
- Charter legislation and education landscape
- Engagement

F.	Q&A on Written Finance Report	Discuss	Hung Mai	5 m

Board members will have an opportunity to ask questions and further discuss contents of the finance update.

G.	Diversity and Inclusion Advisory Committee	Discuss	Jessica Laughlin	5 m

Committee will provide a summary of work-to-date and next steps for the committee.

H.	SSC Election Update	Discuss	Evangelia Ward-Jackson	5 m

III. Non-Action Items — 1:27 PM

CEO Support And Eval

A.	WASC Update	Discuss	Vanessa Caigoy	5 m
B.	Instructional Materials Hearing Announcement	FYI	Vanessa Caigoy	1 m

Announcement of Public Hearing that is taking place related to textbooks and instructional materials for students at October SSC mtg.

IV. Action Items — 1:33 PM

Development

A.	MWA Board accepted resignation of Chad Eatinger from MWA Board	FYI	Alicia Klein	1 m
B.	Board Member Appointment	Vote	Alicia Klein	1 m

Per our Bylaws, the MWA Board will vote on the nomination of Layla Naranjo to the MWA Board.

		Purpose	Presenter	Time
C.	Board Minutes: June 13, 2019 Board Meeting	Approve Minutes	Alicia Klein	1 m
D.	Diversity & Inclusion Advisory Committee Meeting Minutes	Approve Minutes	Alton B. Nelson Jr.	1 m
	Approve minutes for Diversity & Inclusion Committee Meeing on August 15, 2019			
E.	Finance Advisory Committee Meeting Minutes	Approve Minutes	Hung Mai	1 m
	Approve minutes for Finance Advisory Committee on August 20, 2019			
F.	Board Policy Amendments	Vote	Alicia Klein	5 m
	Board Policies 1-12 have been revised to reflect new bylaws, with all references to a sole statutory member removed.			
G.	New Board Policy 13 - MWA Gift Acceptance Policy	Vote	Alicia Klein	2 m
H.	Bell Schedules (2019-2020)	Vote	Elizabeth Martinez	1 m
I.	CircleUp Education Agreement	Vote	Jessica Laughlin	2 m
	Agreement for service provider that will support the Diversity and Inclusion Advisory Committee.			
J.	Education Protection Account (EPA) Spending 2019-20	Vote	Hung Mai	1 m
	The spending plan must be approved by the governing board during a public meeting. EPA funds cannot be used for the salaries or benefits of administrators or any other administrative costs.			
K.	Unaudited Actuals (2018-2019)	Vote	Hung Mai	1 m
L.	Comet Sweeping Contract	Vote	Maria Arechiga	1 m
	Sweeping service for MWA campus. Fiscal Impact: $59, 940 annually ($4,995/month)			
M.	Newsela Inc	Vote	Damon Edwards	1 m
N.	Renaissance Learning	Vote	Damon Edwards	1 m
O.	Samanage Contract	Vote	Damon Edwards	1 m

		Purpose	Presenter	Time
P.	Chromebook Insurance	Vote	Damon Edwards	1 m
Q.	Anchor Solutions	Vote	Karen Snider	1 m

Service provider for Special Education Department; providing Psycho Educational evaluations, Ed Specialist (temporary until a permanent Ed Specialist is hired).

Fiscal Impact: varies based on usage of service providers, rates are attached for review.

R.	SPED Service Provider Contracts	Vote	Karen Snider	2 m

- SPG Contract: Service Provider for Special Education Department; they provide Speech and Language therapy direct service and speech and language therapy evaluations. Fiscal Impact: varies based on usage of service providers, rates are attached for review.
- Seamless Translation: Service provider for Special Education Department; providing translation of SPED documents such as notices, IEPs, etc. Fiscal Impact: varies based on usage of service providers, rates are attached for review.
- DirectEd Contract: Service provider for Special Education Department, providing services and specialists for Deaf and Hard of Hearing, substitute teachers, and potentially occupational therapy and assistive technology. Fiscal Impact: varies based on usage of service providers.

V. Consent Action Items **1:58 PM**

A.	Vendor Invoices (April 2019-July 2019)	Vote	Hung Mai	1 m
B.	Maxim Health Care Services	Vote	Chrissy Godfrey	1 m

Renewal of school nurse contract for services.

C.	Revolution K12 Contract Renewal	Vote	Jon Siapno	1 m

College and career counseling recommends that the MWA Board approve the contract renewal for Revolution K12 SAT group courses to increase eligibility and competitive scores of students. Fiscal Impact: $8,870.

D.	Microsoft License Renewal	Vote	Damon Edwards	1 m
E.	Schoolmint Renewal	Vote	Damon Edwards	1 m

		Purpose	Presenter	Time
VI.	**Discussion Items**			**2:03 PM**
	Facility			
A.	Appreciations by the Board of Directors	FYI	Alicia Klein	5 m
	As provided for in the State of California Open Meeting Act, actions cannot be taken under this agenda item. The only purpose of this agenda item is to provide an opportunity for Board of Directors to make comments.			
VII.	**Closing Items**			**2:08 PM**
A.	Schedule of Board of Directors Meetings 2019-2020	FYI	Alicia Klein	

- September 5th, 2019, 11:00 am-2:00 pm
- October 17th, 2019, 10:30 am-2:00 pm
- December 12th, 2019, 10:30 am-2:00 pm
- February 6th, 2020, 10:30 am-2:00 pm
- March 19th, 2020, 10:30 am-2:00 pm
- May 7th, 2020, 10:30 am-2:00 pm
- June 18th, 2020, 10:30 am-2:00 pm

B.	Adjourn Meeting	Vote	Alicia Klein	

Coversheet

Mission Connection: Introduction of new MWA & MWAS employees

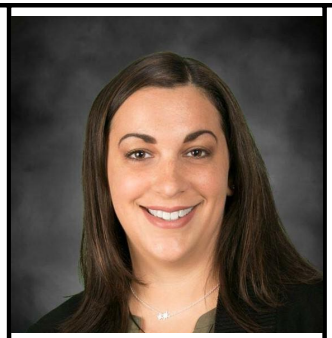
Section: II. Standing Reports
Item: B. Mission Connection: Introduction of new MWA & MWAS employees
Purpose: Discuss
Submitted by:
Related Material:
MWA Employee Welcome Announcements - MWA New Employee Announcements.pdf

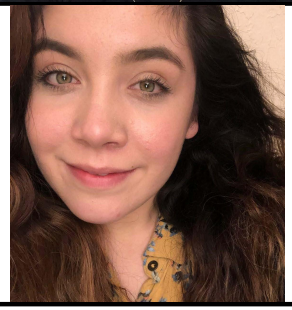
BACKGROUND:
The attachment provides a listing of all new MWA employees for this academic year.

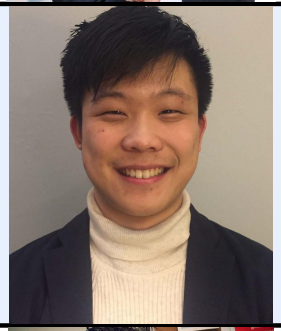
MWA Employee Welcome Announcements

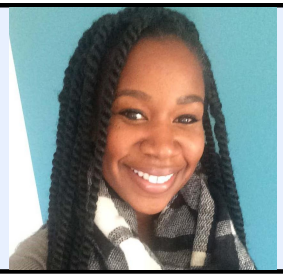
Name	Photo	Email	Position	Start Date	Division	Status	Bio
Ms. Mia Krubnik		ekrubnik@mwacademy.org	Operations Assistant	07/01/2019	MWAS	New	In her own words...My name is Emilia but I go by Mia. I graduated from San Francisco State University with a B.S in Kinesiology. I'm a cat mom to two cats named Hilo and Kona, who are spoiled rotten. I enjoy backpacking, reading personal finance books, and olympic weightlifting. For the last year, I've had the opportunity to work for Making Waves Foundation, so I'm really excited to announce that I'll be joining Making Waves Academy as the Operations Assistant. I'm very grateful for this opportunity and love new challenges and growing as a professional. I look forward to working with all of you at the school.
Ms. Marthaa S. Torres		mtorres@mwacademy.org	Chief Learning and Innovation Officer (CLIO)	07/01/2019	MWAS	New	Marthaa Torres is an experienced urban school educator. She comes to Making Waves after most recently serving as a full-time faculty member at NYU Steinhardt's Department of Teaching and Learning. Prior to this, she served as a high school principal, math teacher, and teacher coach. She holds a Master of Arts degree in Education and a Bachelor of Arts degree in Public Policy, both from Stanford University, and is also completing her doctorate in education at the University of Southern California. She is most passionate about innovation within a school context, and has served as a design thinking coach to educators nationally through the K12 Lab Network at the Stanford d.school.
Mr. Scott Pullman		spullman@mwacademy.org	Associate Director of Talent Acquisition	07/01/2019	MWAS	New	Scott Pullman graduated from Tufts University with a degree in Political Science. He found his calling to be education and completed a Master's Program in Social Studies Education at Teachers College at Columbia University. He began teaching at the Bronx School of Law and Finance, a small public school in New York City. He rose to become the Assistant Principal at that school, where he was tasked with recruiting faculty and staff. He is very excited to join the Making Waves Community. When not at work, Scott can be found exploring the outdoors of the Bay Area with his wife and two young children.

Ms. Cassandra Tesch		ctesch@mwacademy.org	Humanities Lead Teacher	08/05/2019	Upper School	New	In her own words…My name is Cassandra Tesch and I was born and raised in Berkeley. I am a first generation high school and college graduate (UC Berkeley undergrad and UCLA graduate school). I became a high school teacher because of the mentorship and motivation of an English teacher I had from 9-12th grade who inspired me to support other young people to fulfill their limitless potential. I currently am working towards a second graduate degree, in Education at UC Berkeley. When not teaching or stacking up student loans, I spend my free time playing telling jokes, reading and travelling the globe with my daughter and partner.
Ms. Anna Delay		adelay@mwacademy.org	Biology Teacher Intern	08/05/2019	Upper School	New	In her own words…Hi, my name is Anna Delay! I was born in Oakland and shortly after first grade moved to Hawaii. I have just finished getting my Bachelor's degree in Behavioral Neuroscience at the University of San Diego. While I am grateful for the adventures in San Diego and Hawaii, I am very much looking forward to relocating to the Bay. My high school biology teacher sparked my interest in science and learning in general. It's very surreal that I may get to be that same role model for future students. While I am a huge science nerd, I also love hot yoga, photography, dogs, watching reality tv, and writing poetry. I cannot wait to get into the classroom and join the Making Waves Academy team!
Ms. Kyla Persons		kpersons@mwacademy.org	Math Teacher	08/05/2019	Upper School	New	In her own words…I am an East Bay native with a passion for STEM education. I have been working in schools for five years and recently returned to the classroom to earn my master's degree. When I am not in the classroom you can find me in my garden, at the gym, or crafting. I am excited to join the Making Waves community.

Ms. Melissa Macho		mmacho@mwacademy.org	Student Activities Coordinator	7/22/2019	Upper School	Transfer	In her own words…I am so excited to have the opportunity to be the new Student Activities Coordinator! I cannot wait to start working with our students and staff around making this the best high school experience possible for our Wave Makers! I am particularly excited to help our students execute their ideas when planning for school dances, pep rallies and prom! I know this year will be a great one! Go Marlins!
Mr. Jonathan Hemelberg	N/A	jhemelberg@mwacademy.org	Coordinator of Extended Day and Enrichment Programs	07/15/2019	Middle School	Transfer	N/A
Ms. Ashley Yarbrough		ayarbrough@mwacademy.org	Office Manager	07/29/2019	MWAS	New	Ashley Yarbrough is from the great city of Los Angeles! She comes to Making Waves Academy as an alumnae of Sonoma State University, where she obtained her Bachelor's in Communication Studies. She has spent the last few years at KIPP Bay Area Schools where she served in supportive roles at the regional and school-site level. In her free time, she enjoys relaxing by the water, spending quality time with loved ones, trying new restaurants and finding new adventures. Ashley is most passionate about mentoring, supporting and educating youth.
Ms. Connie Tran		ctran@mwacademy.org	Math Teacher Intern	08/05/2019	Upper School	New	In her own words…Hi, my name is Connie. I grew up in Oakland. I recently graduated from UC Irvine studying Biological Sciences and minoring in Anthropology. On my free time, I like to hike around Redwood Regional Park, run Lake Merritt, and practice kung fu. I also enjoy staying home and watching crime and/or law shows on Netflix and Hulu.

Mr. Terrance (Terry) Dunn		tdunn@mwacademy.org	Science Teacher	08/05/2019	Upper School	New	In his own words…For my twenty-first year in education, I am delighted to be returning to teaching in the classroom, and to joining the Making Waves Academy team. My entire career has been in Title I education serving the needs of our students. I taught Middle and High School math, science, and technology. Then, I became a continuation high school administrator, supervising counseling-enriched programs. For the last eight years, I have been an elementary school principal. While I enjoyed that work tremendously, the call to teach has rung out again. There is nothing more fulfilling than working directly with our students! I grew up in New Jersey. Days after graduating from Fairleigh Dickinson University, I caught the first plane out to California. My wife, Karen, is a native of Sacramento. She is an event planner working nationally in the music recording industry. We have three young adult sons. Wyatt is a baker in Berkeley. Nathan is a paramedic studying to become a firefighter. Max is studying computer science. I look forward to working with you all!
Ms. Molly Pilloton		mpilloton@mwacademy.org	Associate Dean of Students	08/05/2019	Middle School	New	Molly Pilloton is excited to join the Making Waves Academy community to support the well-being and success of middle school Wave-Makers. Before this, she worked with schools in Richmond and Oakland to offer students trauma-informed and healing-centered programs in both classrooms and school-based health centers. She is passionate about empowering young people to be brave when advocating for themselves and their community. Molly was born and raised in the Bay Area, and graduated from UC Davis, and received her Master's in Public Health from Emory University.
Ms. Alexis Cruz		acruz@mwacademy.org	ELA Teacher Resident	08/05/2019	Middle School	Transfer	In her own words…Hello Making Waves Academy community! My name is Alexis Cruz, I have been working in the middle school as an Enrichment Instructor for the past three years, and I am excited to transition into my new role as an ELA Teacher Resident!

Mr. Benjamin Norton		bnorton@mwacademy.org	ELA Teacher Resident	08/05/2019	Middle School	New	Benjamin Norton is a Bay Area native who graduated from UC Santa Cruz with a degree in Modern Literary Studies. After a year of substitute teaching, he is very excited to join the MWA community!
Mr. Brian Daley		bdaley@mwacademy.org	Science Teacher Intern	08/05/2019	Middle School	New	In his own words…I recently graduated from Fairfield University with a BA in International Studies and Politics. I love the process of learning and facing challenges through new experiences. I've grown up on Cape Cod and enjoy sailing, hiking, and traveling. I'm an avid photographer and am excited to move out to the Bay Area and meet new people. I absolutely can't wait to work with the entire Making Waves team and to get started teaching!
Mr. Robert Rong		rrong@mwacademy.org	Science Teacher Intern	08/05/2019	Middle School	New	Robert Rong grew up in California, having lived in Walnut Creek, Fremont, and Pleasanton. He is glad to be back under the warm California sun after obtaining an undergraduate degree in Psychology from Cornell University. Robert was highly involved in the ballroom dance team and in his spare time loves dancing! He also enjoys hiking, jogging, and pickup games of almost anything. Something that he is most passionate about is mentoring students and connecting them to mental health resources if needed.
Ms. Ashley Schauer		aschauer@mwacademy.org	SpEd Teacher	08/05/2019	Academy wide	New	Ashley T. Alexander Schauer earned her Bachelor of Arts in Elementary Education at Humboldt State University. After graduating, Ashley decided to become a VISTA Corps member through AmeriCorps to support students and teachers in reading intervention. Being inspired by the teachers and students in her VISTA Community, she received her credential in Mild-Moderate Special Education from Loyola Marymount University. A year later, Ashley earned her Master's in Special Education, emphasizing student engagement and parent support in her thesis. She has worked to support families from Kindergarten to 6th grade for the last several years in all areas regarding intervention.

Ms. Yashid Joseph		yjoseph@mwacademy.org	SpEd Teacher	08/05/2019	Academy wide	New	In her own words…Hello everyone! My name is Yashid Joseph. A bit of a nomad. I'm originally from Connecticut and have made my way to California due to my commitment to education reform. I have been in education since 2007 and absolutely love what I do. When I'm not working, I'm doing work with the homeless through my organization Street Pantry, which was founded this year with my awesome co-founder. I'm super excited about joining the team and can't wait to meet all of you and the students.
Ms. Susana Jara de Diaz	N/A	sjaradediaz@mwacademy.org	SpEd Instructional Aide	08/05/2019	Academy wide	New	N/A
Mr. Eric Mingo		emingo@mwacademy.org	Director of Diversity & Inclusion	07/22/2019	MWAS	Transfer	Eric Mingo has been with Making Waves Academy since October 2008. During Mr. Mingo's tenure at the Academy he has been a social studies teacher and for the past 8 years has supported our community in the capacity of a Dean of Students in the middle school. In AY 2019-2020 Mr. Mingo will be the organization's inaugural Director of Diversity and Inclusion. Mr. Mingo is excited to transition into his new role and is looking forward to developing a high impact diversity and inclusion initiative.
Mr. Marcus Logan		mlogan@mwacademy.org	World History Teacher Intern	08/05/2019	Upper School	New	Marcus Logan is a San Francisco native. He comes to Making Waves Academy as an alumni of San Francisco State University. He is currently enrolled at Alliant International University where he is pursuing a Masters in Education. Prior to coming to MWA, he worked at Martin Luther King Jr. Junior High School in Pittsburg, CA, where he taught sixth grade History. Before making the career change into education, Marcus worked for Seneca Family of Agencies where he held many positions. He was a direct-care counselor, assistant house manager, training coordinator, school manager, and finally Program Manager and Assistant Director. Marcus' passion is to give back to the youth, to expose the youth to the world, to encourage and challenge the youth to pursue higher levels of education, and to teach what is possible.

Ms. Kara Alhadeff		kalhadeff@mwacademy.org	Director of Data & Assessment	08/05/2019	MWAS	Transfer	Kara Alhadeff is a Boston native, but has been living the beautiful state of California for 6 years. She has been part of the Making Waves Academy community for two years, serving as the Data and Assessment Coordinator. Prior to this, she taught secondary math and served as a Teacher For America and City Year corps member. Kara is most passionate about supporting our community to use data to inform instructional and strategic decisions. In her free time she enjoys cooking, being outdoors, and spending time with family, friends and her dog Dewey.
Ms. Diana Cuellar		dcuellar@mwacademy.org	Enrichment Instructor	08/20/2019	Middle School	New	Diana Cuellar is a Bay Area native and a member of the 11th Wave. She graduated from the University of San Francisco where she obtained her Bachelors of Science in Business Administration. She is the most passionate about education and hopes to use what she has learned to guide and support students in the Making Waves Academy community.
Ms. Sarah Hillenbrand		shillenbrand@mwacademy.org	AP Psychology Teacher	08/05/2019	Upper School	New	Sarah Hillenbrand graduated from Kenyon College in Ohio, where she studied neuroscience, philosophy, and Spanish. She earned her PhD in Neuroscience from the University of California, Berkeley, using brain scans to study human movement and learning. She comes to Making Waves most recently from Stanford University, where she spent four years teaching neuroscience and writing. She is passionate about introducing learners to the structure of the mind and empowering them with new ways to study it.
Mr. Justin Godinez		jgodinez1@mwacademy.org	Enrichment Instructor	08/20/2019	Middle School	New	Hi, I'm Justin Godinez! I was born in Los Angeles CA but have lived my whole live here in the city of Richmond. I am currently a student at the College of Marin, hoping to soon transfer to a four-year university to study Business. I want to stay local, so I'm really looking into San Francisco State University. I'm really passionate health and going to the gym as much as possible. Additionally, I'm passionate about soccer because I grew up watching it with my family.
Mr. Earl Holly		eholly@mwacademy.org	Interventionist	08/27/2019	Upper School	New	Earl Holly is from Fairfield, CA. He earned his Bachelor's in Communication from the University of California, Davis. He has a background in education, public speaking, youth mentorship and youth advocacy. He is a 49ers fan who enjoys watching movies and spending time with his wife and kids. Earl is most passionate about transforming the lives of today's youth by inspiring them to live positive and fulfilling lives.

Mr. Cedrice Bennett		cbennett@mwacademy.org	Director of School Operations	09/03/2019	Academy wide	New	Cedrice Bennett is from Louisville, KY. He comes to Making Waves Academy as a proud alumni of Fisk University and Fuller Theological Seminary. Cedrice first arrived in the Bay Area as an Active Duty member of the United States Air Force. Prior to this, he has operational experience in military, corporate, non-profit and school settings. Cedrice is most passionate about his faith and the spiritual growth and professional development of staff and the people around him.
Last Updated 08/23/2019							

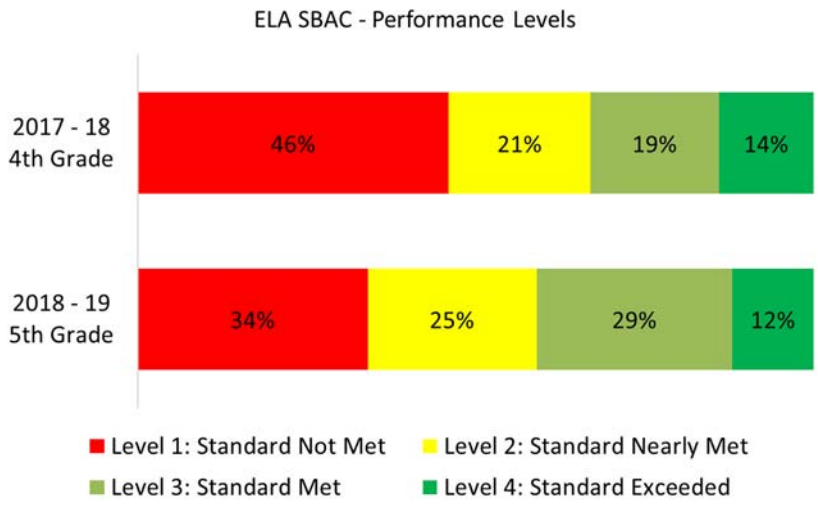
Coversheet

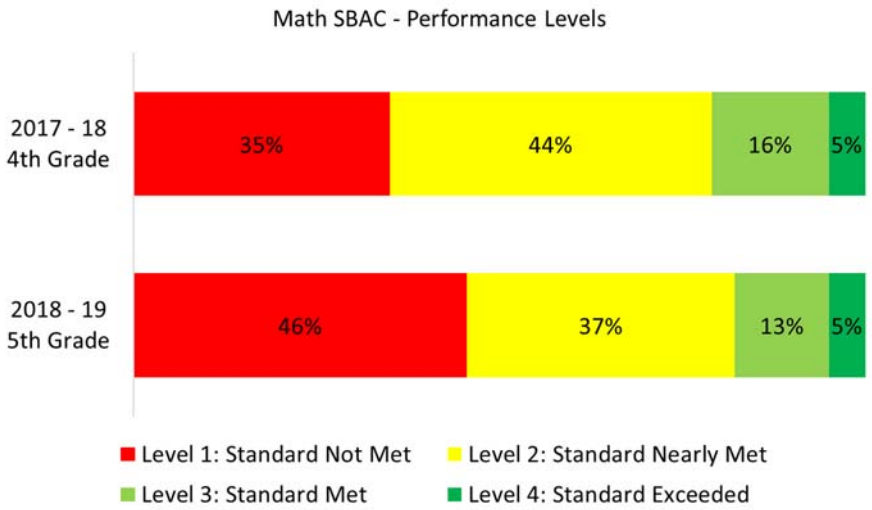
Deep Dive: CAASPP Results

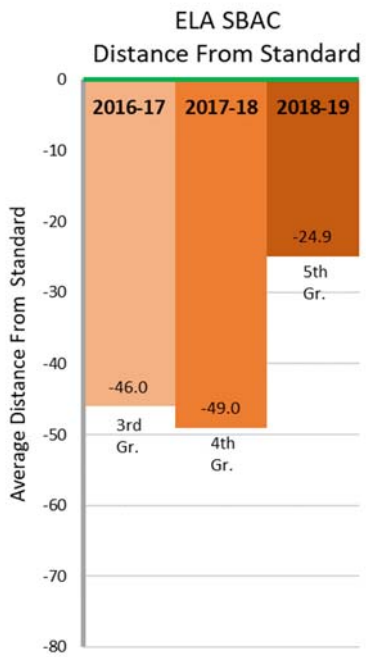
Section:	II. Standing Reports
Item:	C. Deep Dive: CAASPP Results
Purpose:	Discuss
Submitted by:	Kara Alhadeff
Related Material:	MWA Middle School & Upper School 2018-19 SBAC Results.pdf MWA School-wide 2018-19 SBAC Results.pdf Sept. Board Meeting SBAC Presentation 8.27.19.pptx

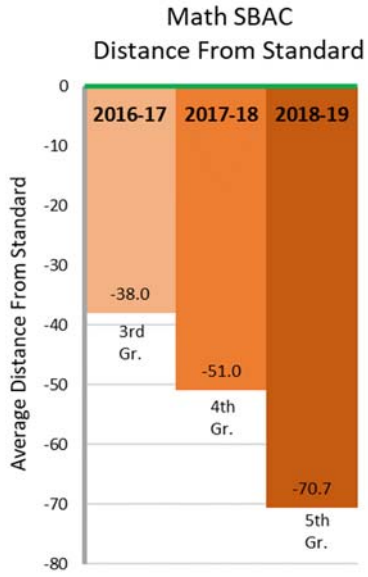
BACKGROUND:
The following data materials capture Making Waves Academy's SBAC performance in English Language Arts and Mathematics. Please note the following when reviewing the SBAC results and materials. 1. SBAC Performance Levels are: Standard Not Met, Standard Nearly Met, Standard Met, Standard Exceeded. 2. Longitudinal Data: Wave performance over time. 3. Distance From Standard: Measures how well students are performing relative to grade-level standards. Distance From Standard is an important metric because it captures growth and aligns with the California Dashboard. Lastly, the page headers of the data packets explain the groups of students the graphs represent.

5TH GRADE 2018-19 SBAC RESULTS – WAVE 23

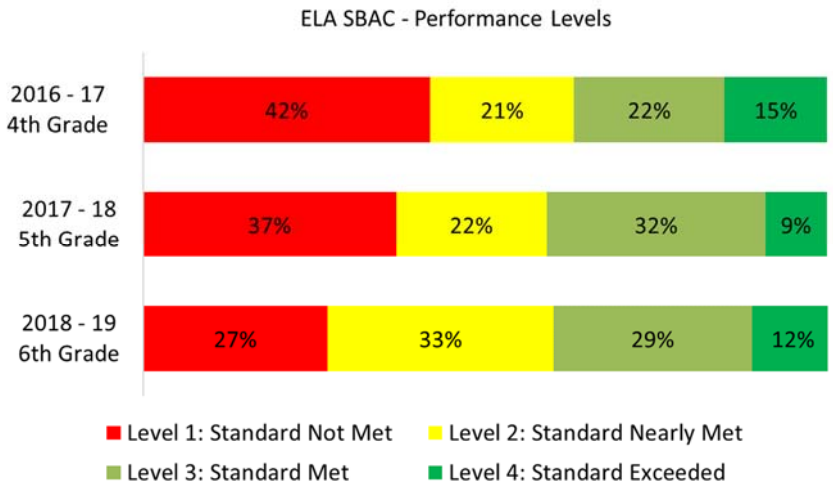


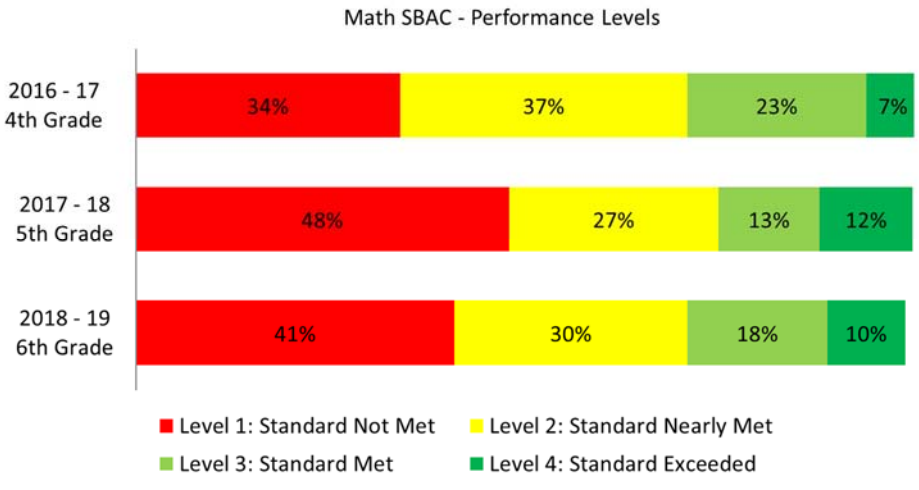


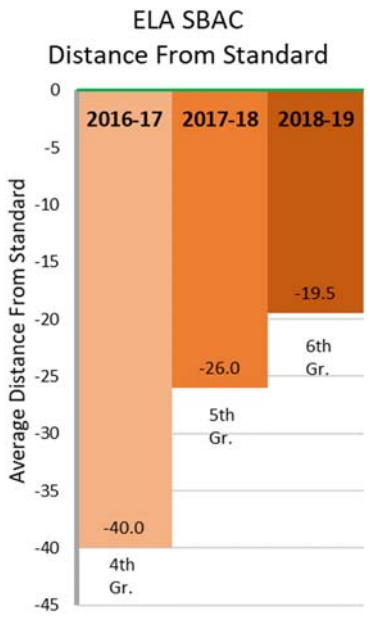


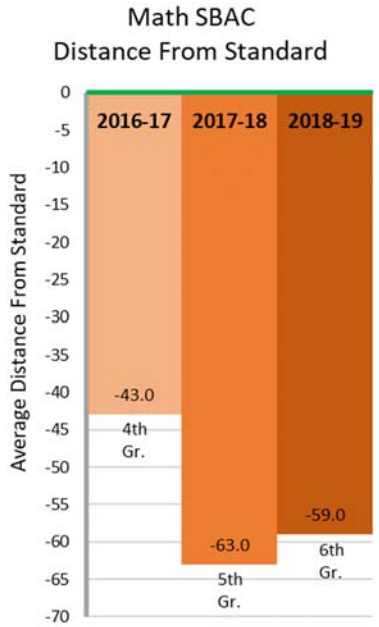


6TH GRADE 2018-19 SBAC RESULTS – WAVE 22

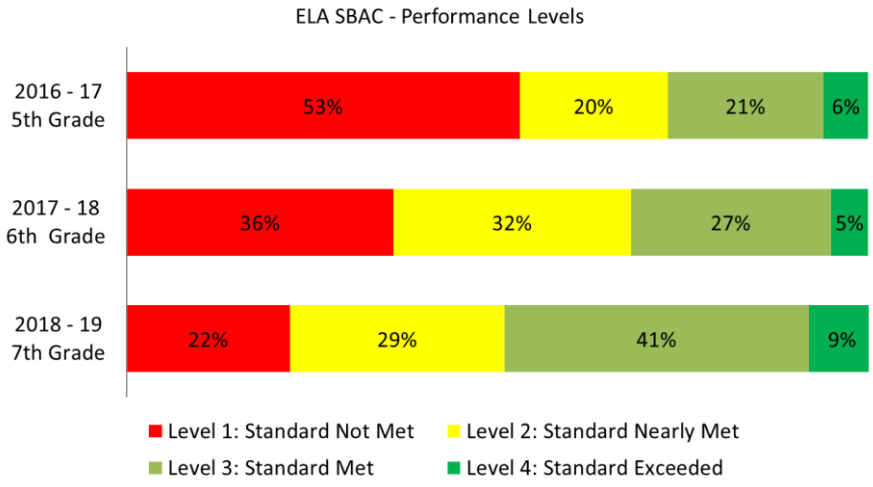


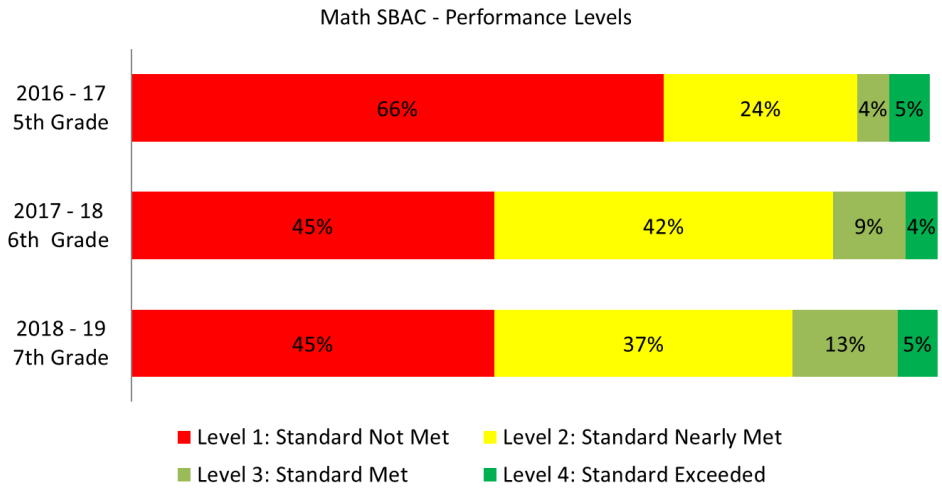


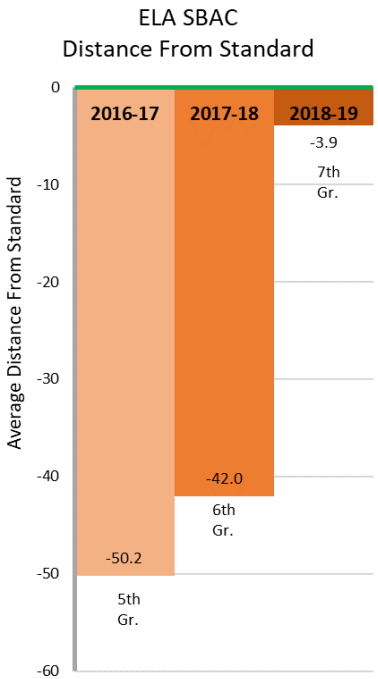


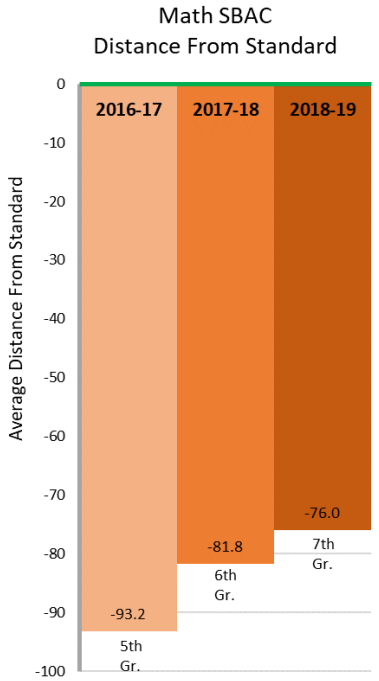


7TH GRADE 2018-19 SBAC RESULTS – WAVE 21

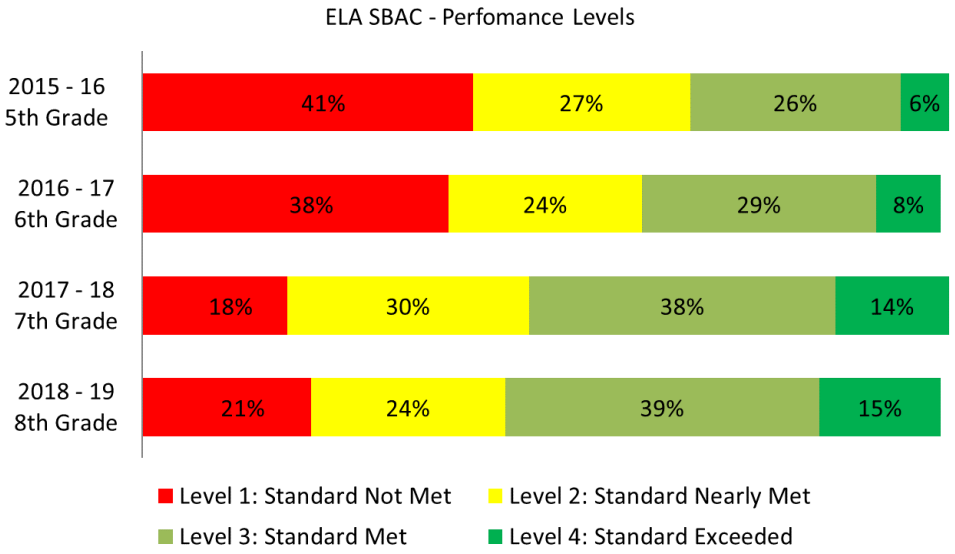


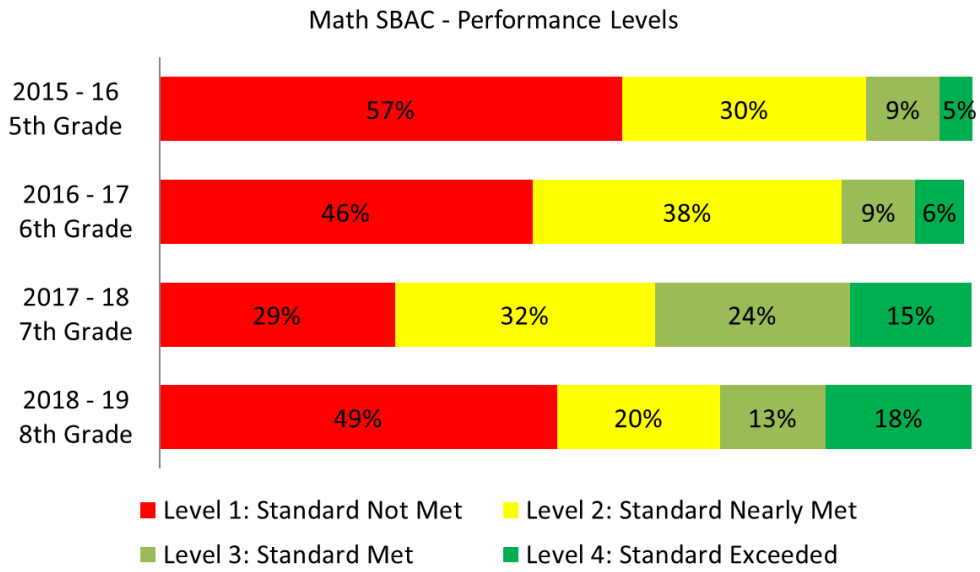


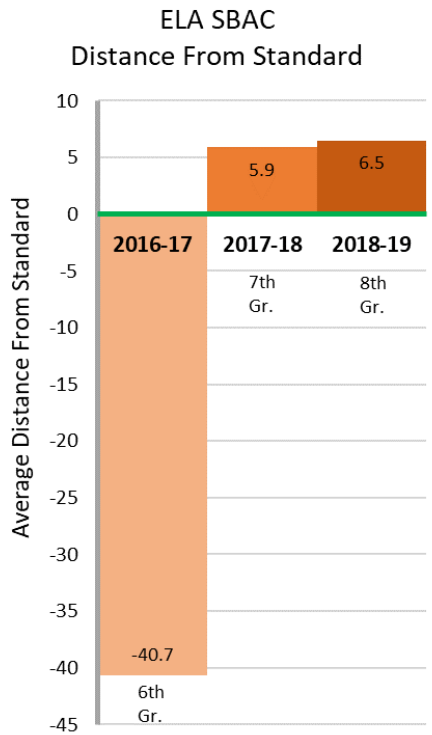


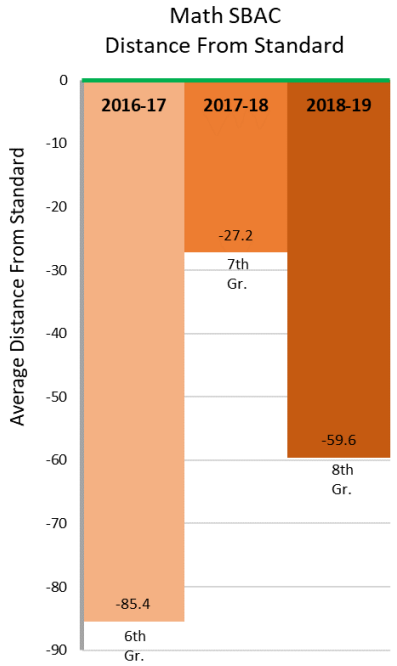


8TH GRADE 2018-19 SBAC RESULTS – WAVE 20

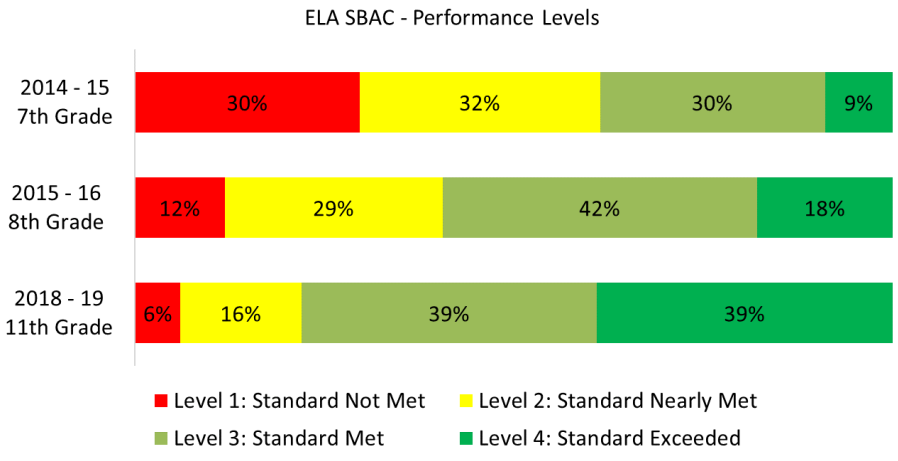


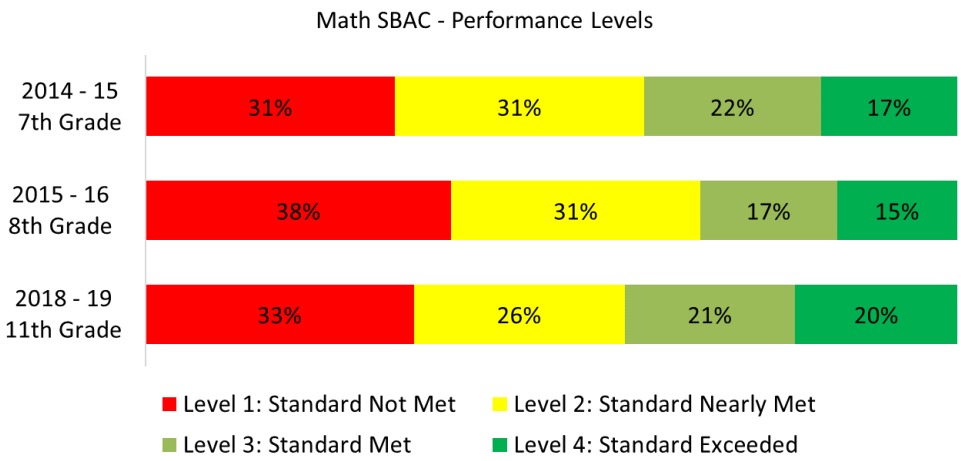


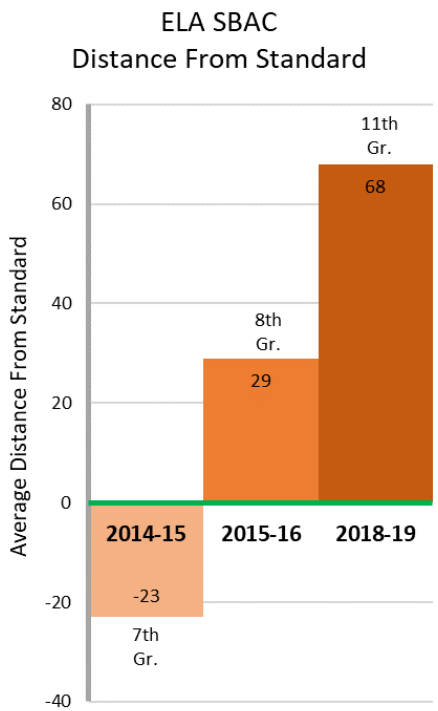


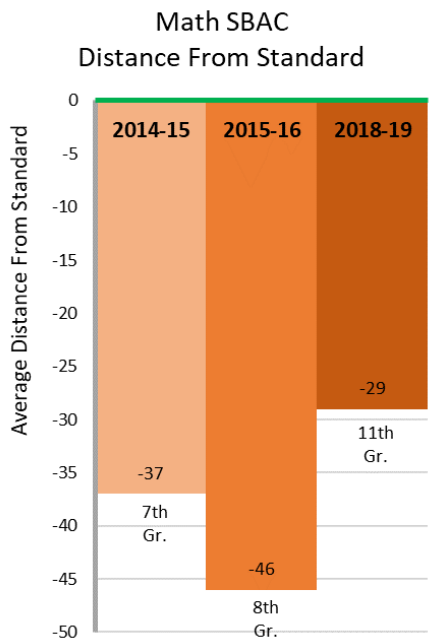


11TH GRADE 2018-19 SBAC RESULTS – WAVE 17

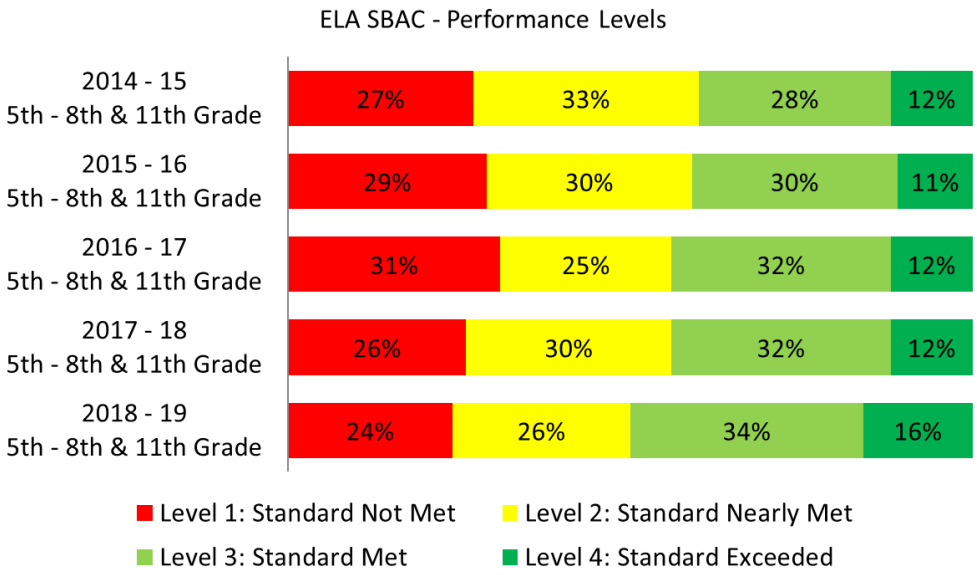


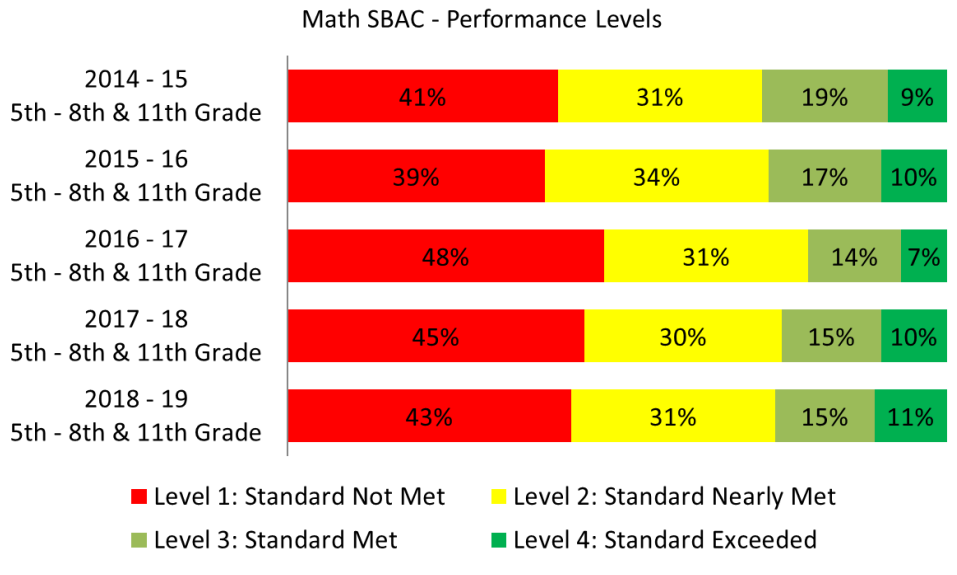


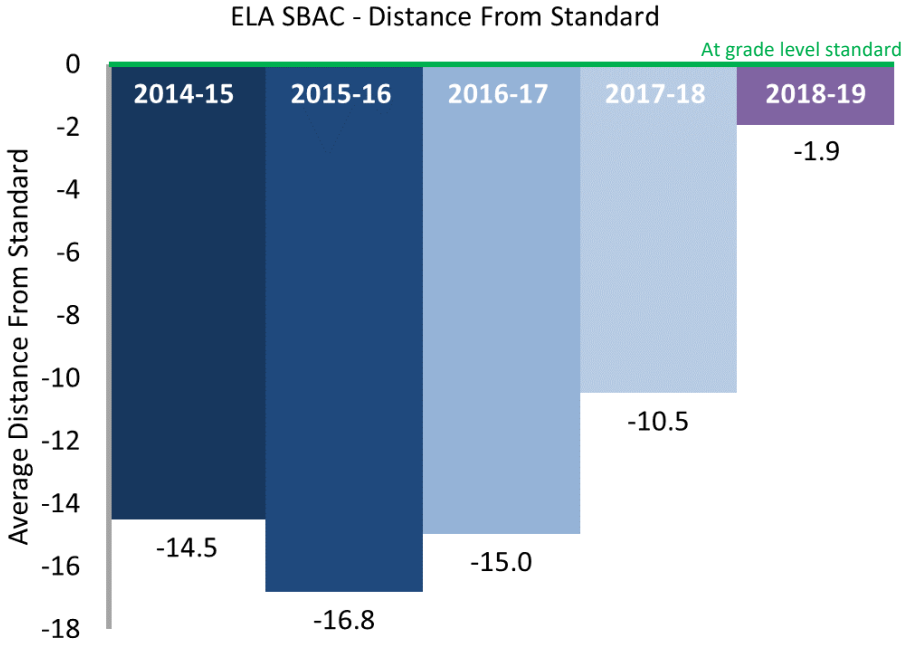


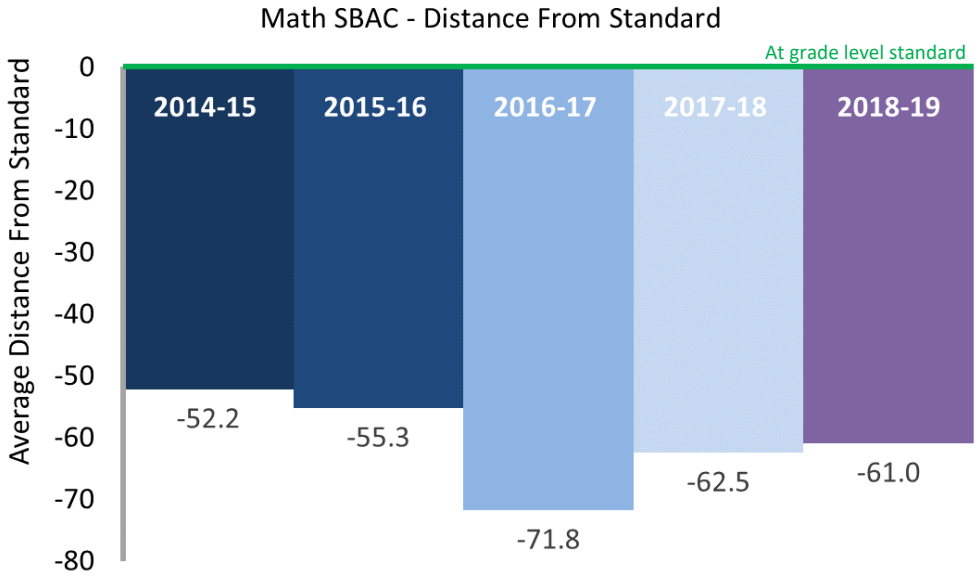


MAKING WAVES ACADEMY 2018-19 SBAC RESULTS – SCHOOL-WIDE

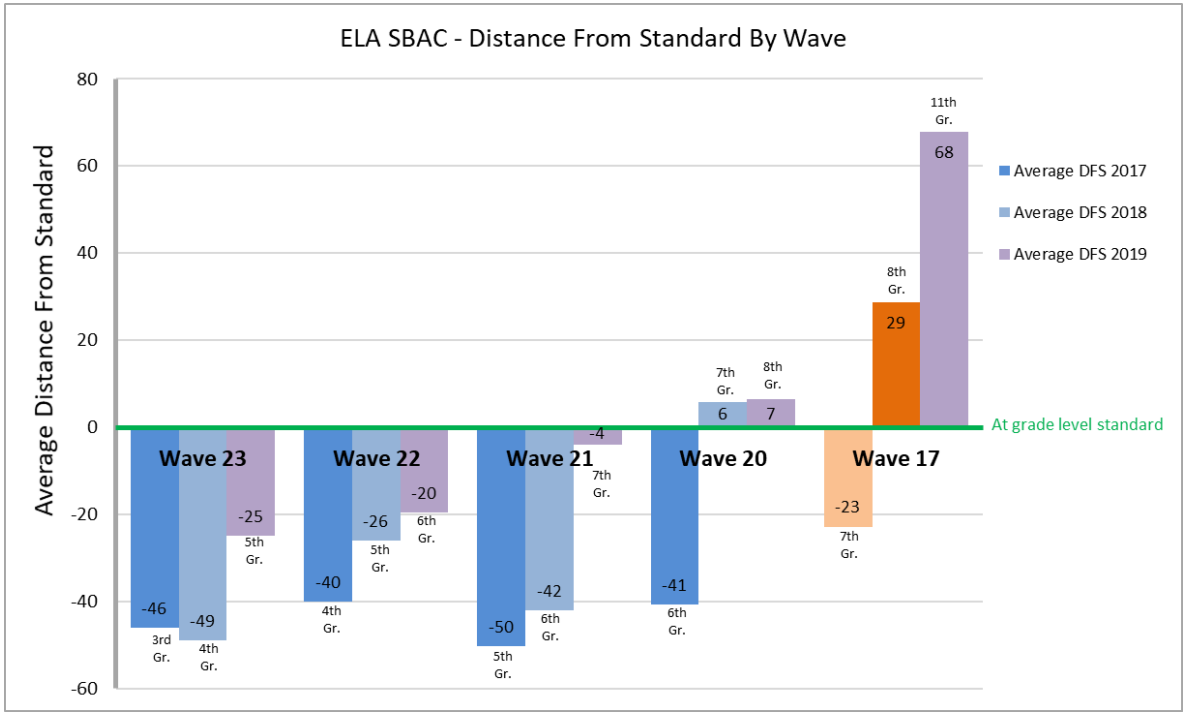


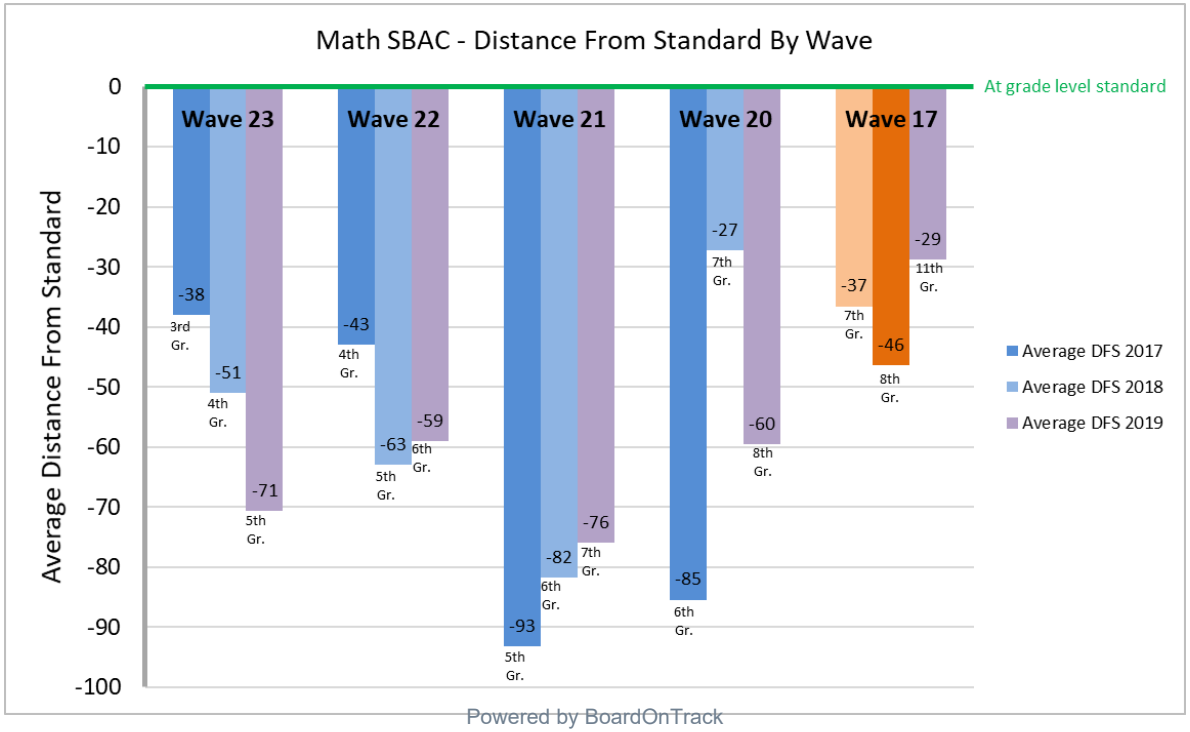




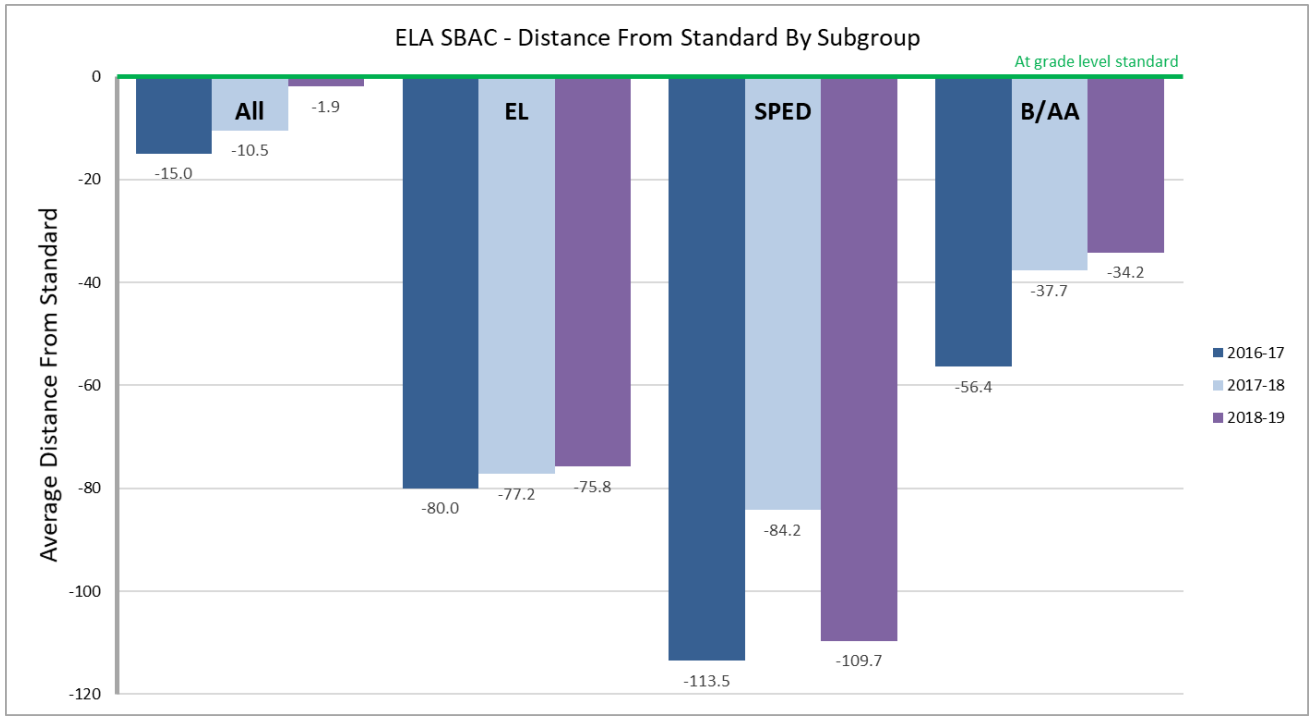


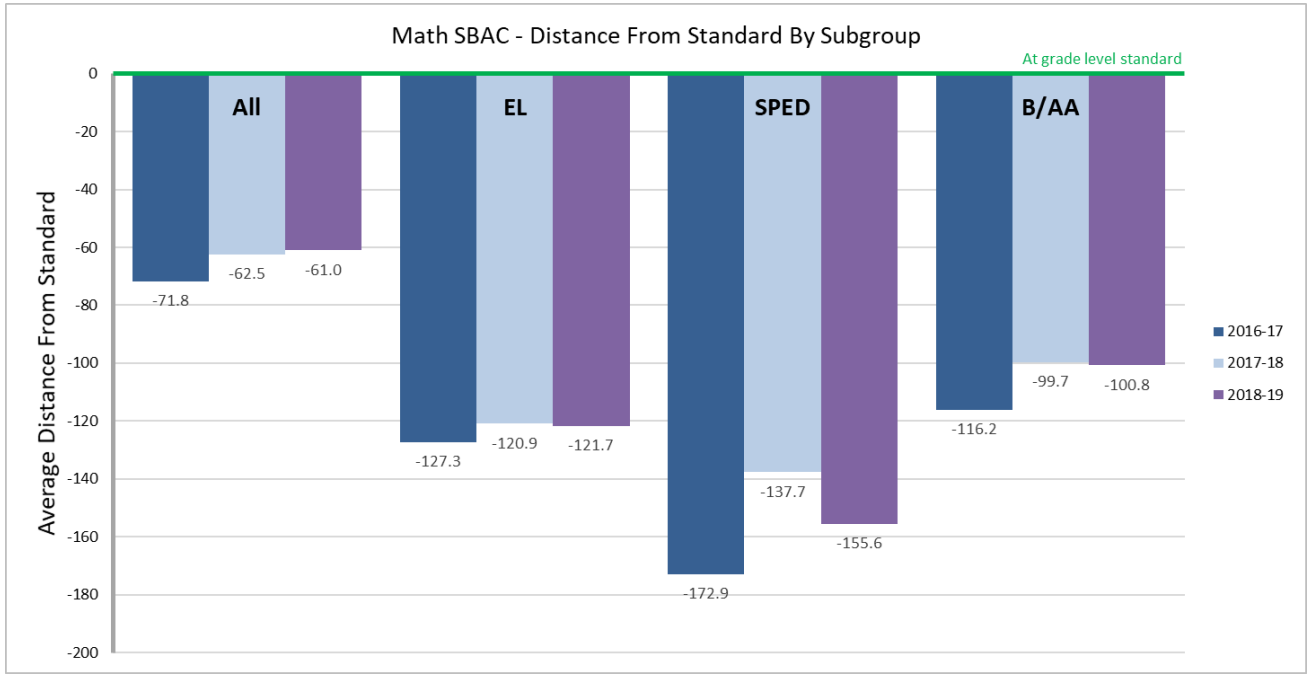
MAKING WAVES ACADEMY 2018-19 SBAC RESULTS – SCHOOL-WIDE





MAKING WAVES ACADEMY 2018-19 SBAC RESULTS – SCHOOL-WIDE





Making Waves Academy

2018 - 19 SBAC Data

Board Meeting

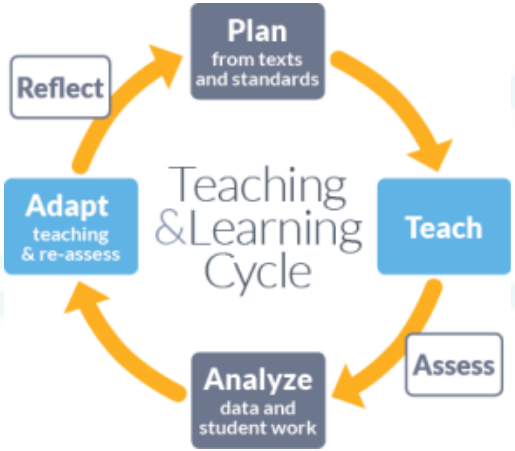
September 5th, 2019

Objectives

Board and the public will understand how we have interpreted student data, what meaning we take from it and how the 2018 - 19 SBAC data will inform our priorities for the year.

Essential Question

How will the 2018-19 student achievement data inform MWA math instructional shifts and how will we measure our growth?



Overall Successes

Testing Administration:

- Transitioned from **4** to **26** test administrators
- Collaborated with faculty to provide designated supports to all students

Instruction:

- New Middle School Math Curriculum (year 1)
- Fully staffed for ELA classes 5th - 12th grade

Overall Challenges

Instruction:

- Vacancies in math
- Learning a new approach to math instruction

Key Terms

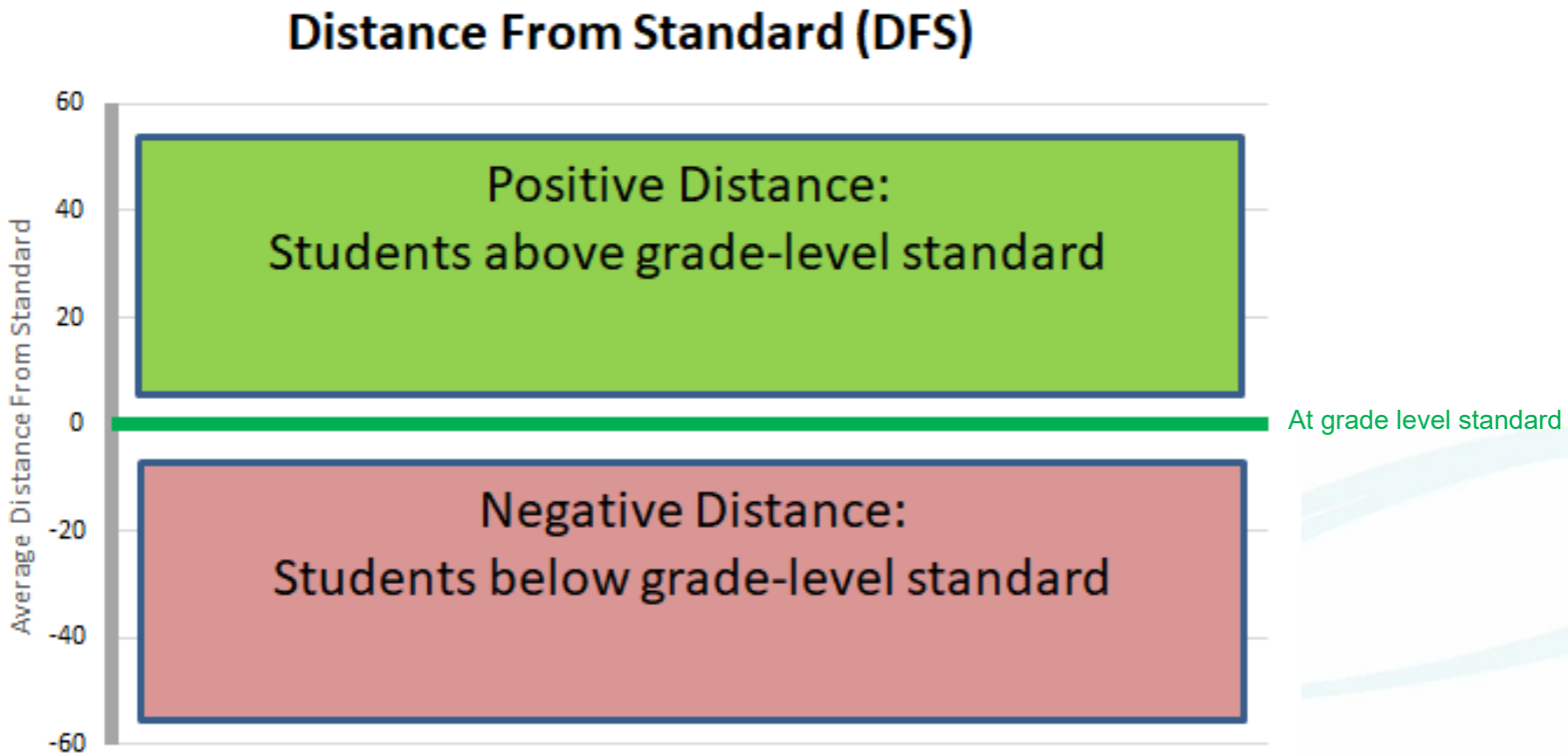
SBAC Performance Levels:

Standard Not Met, Standard Nearly Met, Standard Met, Standard Exceeded

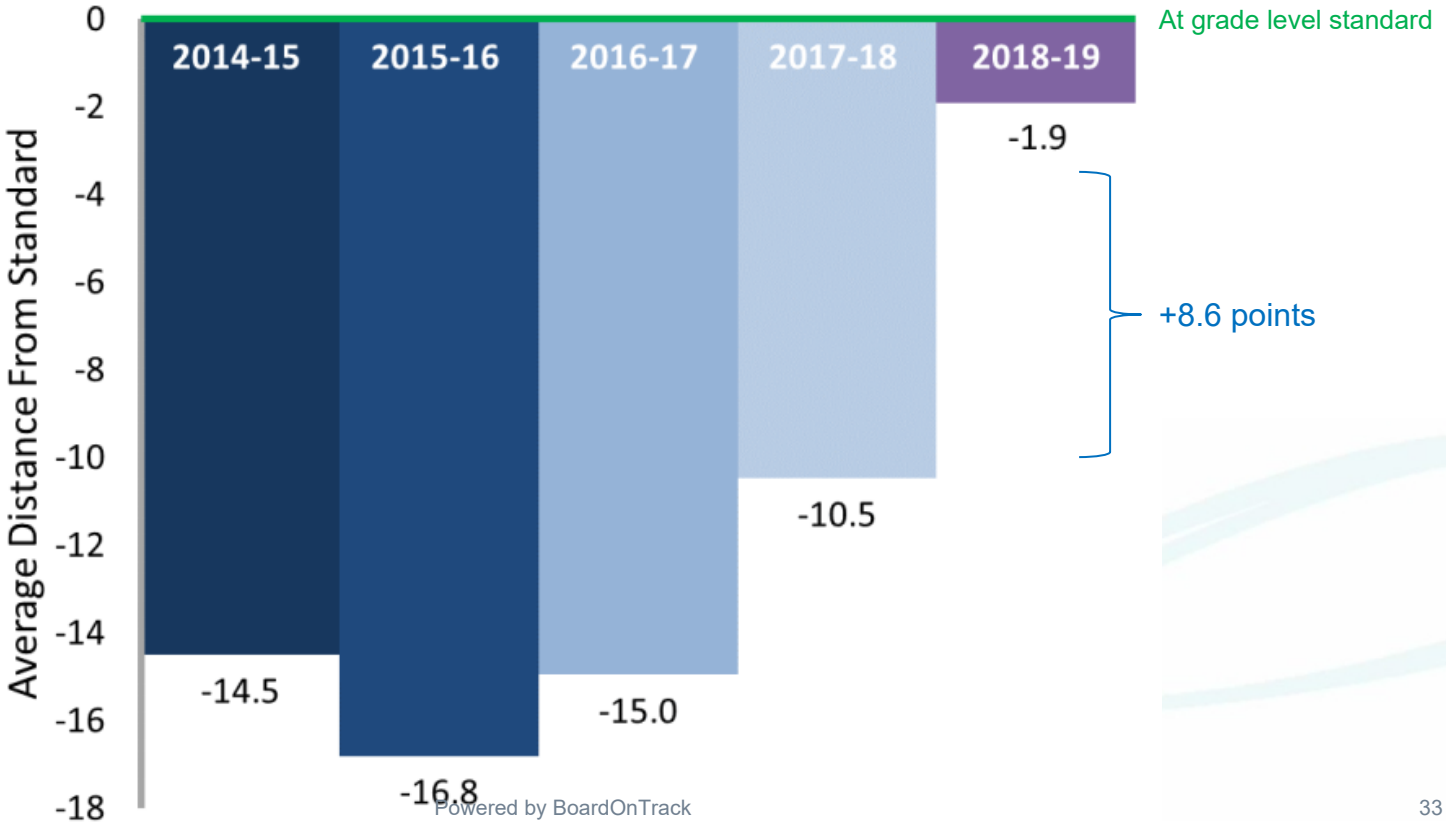
Longitudinal Data:

Wave performance over time (Distance From Standard)

SBAC Measurement of Growth



MWA (school-wide) ELA SBAC Historical DFS

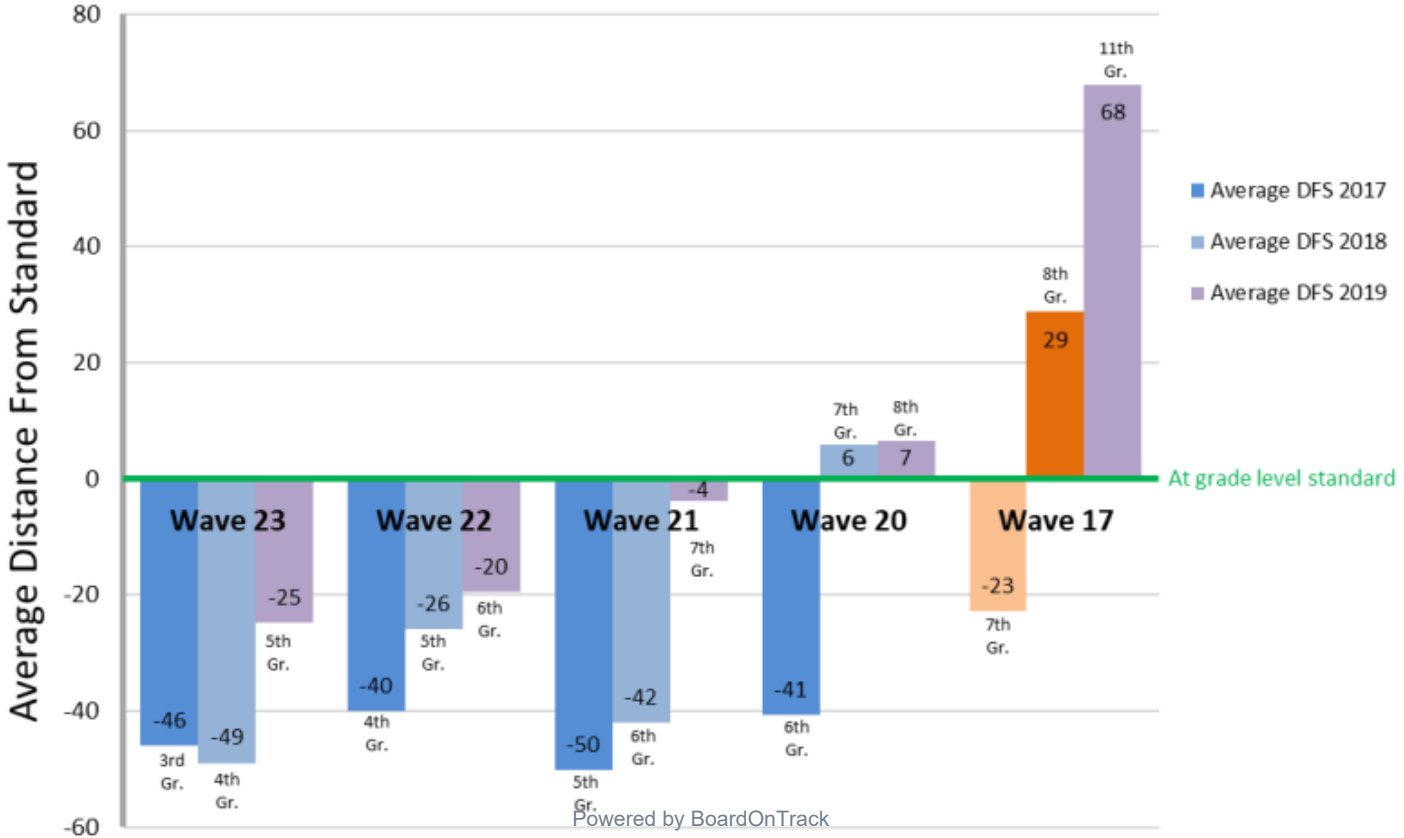


Statewide ELA Projections for MWA

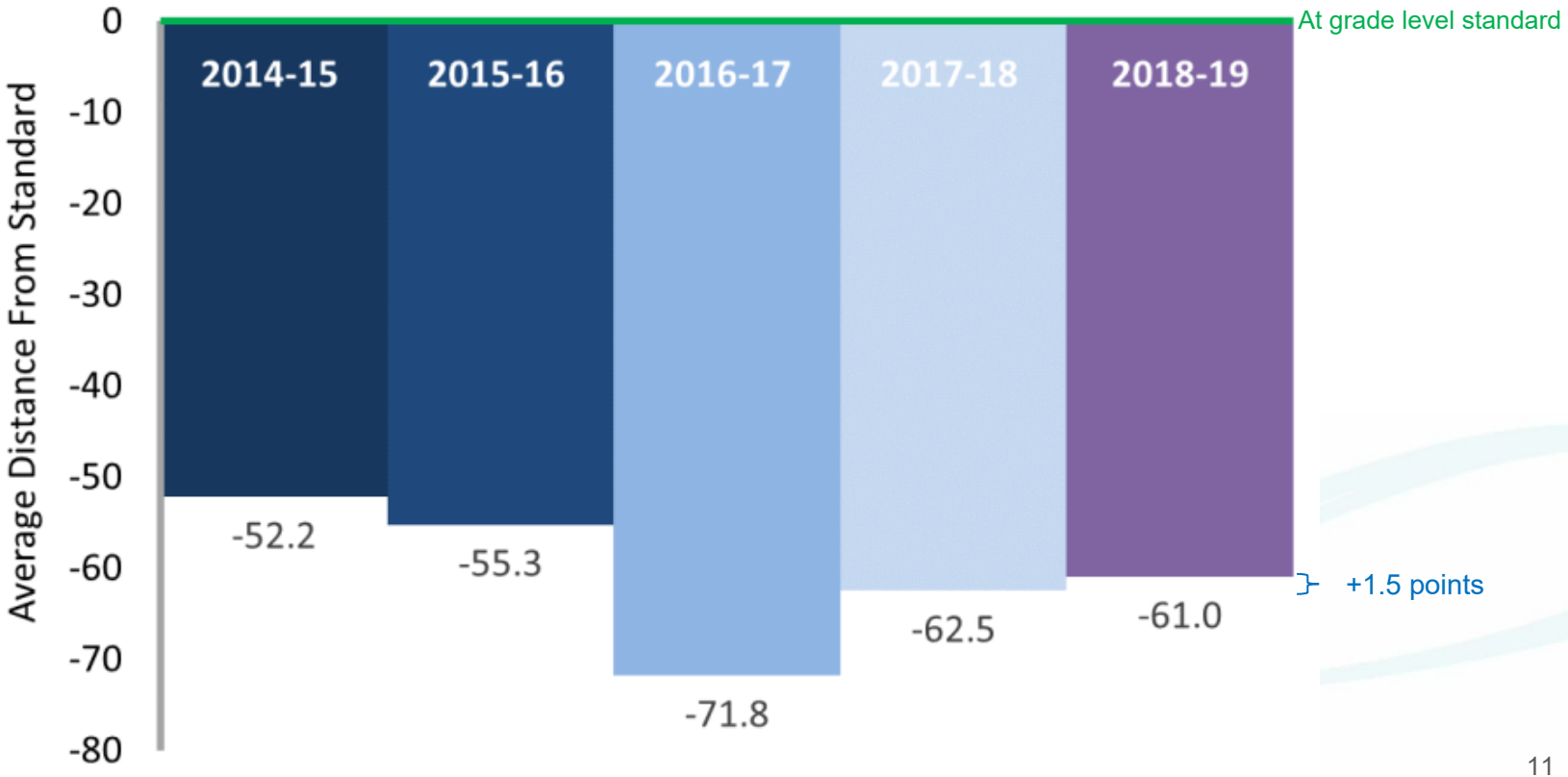
Performance: 61st-65th percentile

Growth: 80th-85th percentile

ELA SBAC Longitudinal DFS By Wave



MWA (school-wide) Math SBAC Historical DFS

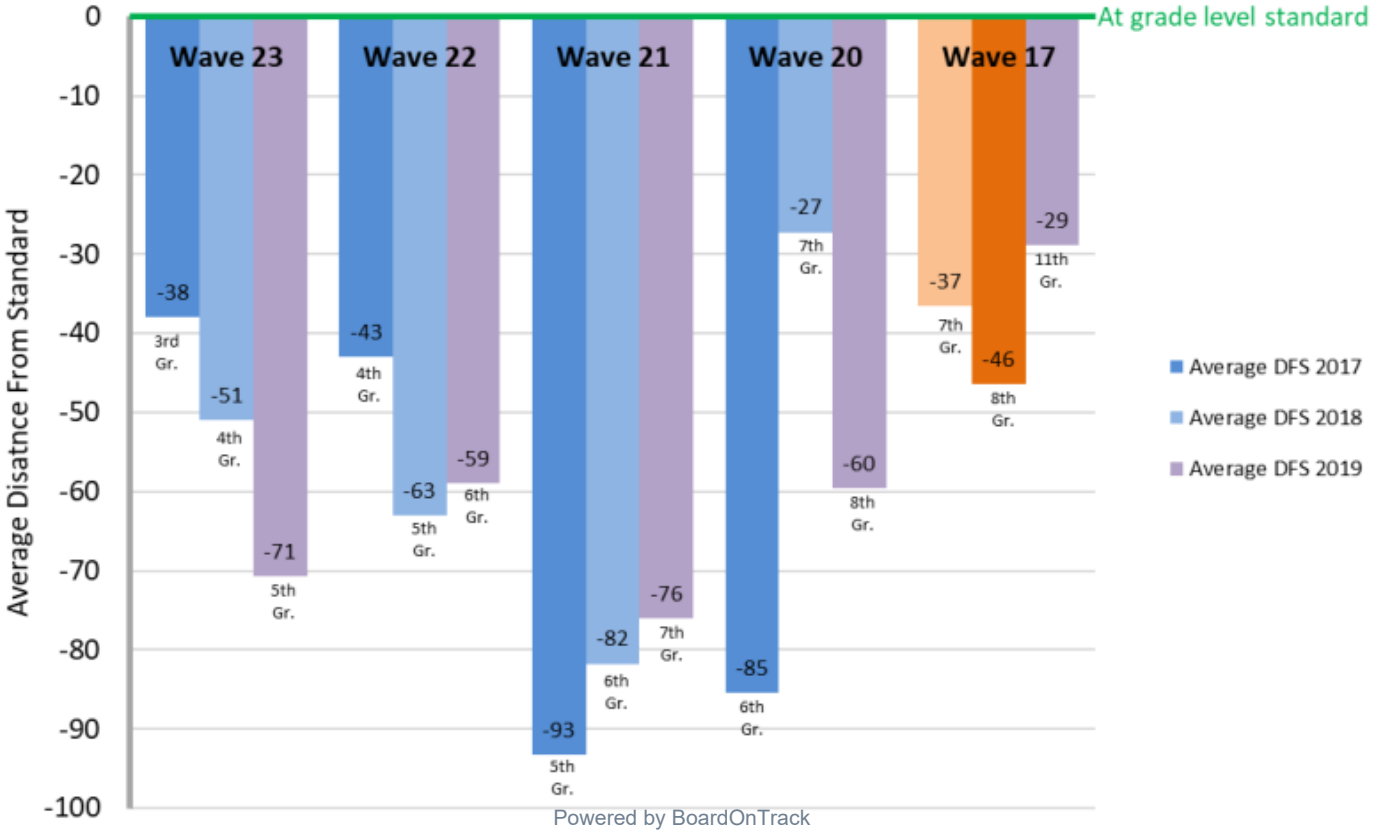


Statewide Math Projections for MWA

Performance: 25th-30th percentile

Growth: 55th-60th percentile

Math SBAC Longitudinal DFS By Wave



Middle School Key Takeaways

ELA: The 18-19 ELA growth demonstrates that the instructional shift (focus on Academic Discourse) yielded success.

Math: Through math model transition, from direct instruction to inquiry based, we were able to maintain our performance level data.

Upper School Key Takeaways

ELA and Math growth reflects the consistent and intentional use of:

- targeted formative assessments and resources that align to standards and summative assessment
- strategic re-teaching topics and areas of focus based on highest need

Next Steps School-wide

ELA:

- Continue to refine practices through academy wide collaboration: calibration around grading

Math:

- School Wide: Teachers will understand the vertical progression of standards so that we can tap into prior and future learning in the moment.

Data & Assessments:

- Research and recommend a tool to assess and monitor mastery of math content knowledge and foundational skills

Key Questions to Consider

How can we strengthen collaboration across the Academy ?

How can we better communicate progress to MWA stakeholders?

How will we assess which initiatives are having an impact on student outcomes?

What updates would you like us to to share with you and Curriculum Review Advisory Committee this year?

Coversheet

Q&A on Division Director Reports

Section: II. Standing Reports
Item: D. Q&A on Division Director Reports
Purpose: Discuss
Submitted by:
Related Material: MWA MS Directors Report_08.27.19__ewj_final2.docx.pdf
September_Division Director Board Report_US_V01.pdf

Division Director Board Report

Middle School

Division Director Board Report - September 5th, 2019

From the Director's Desk

Dr. E. Ward-Jackson

Overview

We have had an amazing start to the 2019-20 school year! On August 20th we welcomed 168 24th Wave/5th Grade students to the middle school, and on the following day we welcomed our returning Wave-Makers. Middle School students entered the buildings this year and completely owned *their* space. Students are noticeably comfortable and seem to have a sense of confidence and pride as they inhabit the open learning spaces and as they walk about campus toting their Chromebooks from class to class. After visiting every classroom on the first day of school, I ended my visit in one of our Science classrooms and engaged with two teachers regarding how different this start to the year feels. "It feels like the 5th week of school already" was our consensus, as we agreed students were functioning as if they had never been away. This observation makes me proud, and confirms some of the intentional efforts put forth to support our students as we transition fully into our new space. I attribute the smooth launch to the year to three key efforts:

1) Hosting our inaugural Summer Splash Academy, where, in addition to taking diagnostic assessments and learning style inventories, our rising 5th graders spent two weeks learning about the history of Making Waves, exploring their beautiful campus, and practicing what it really means to be a Wave-Maker.
2) Summer Professional Development was designed in a way that has resulted in teachers feeling more prepared, aligned, and ready for their students starting on Day 1.
3) Our Culture & Climate Committee along with MS Deans, aligned on curriculum and training to ensure that faculty and students alike know, understand, and demonstrate the REPs, (routines, expectations and procedures) by way of team and community building activities to launch the year.

I believe strongly that the braiding of these three elements has truly set the tone for an outstanding academic year.

Spotlight on August PD

Caitlin Shelburne, Middle School Director of Curriculum & Instruction

August PD did what it was intended to do: establish aligned planning and teaching practices, launch division priorities and ensure that all teachers and classrooms were prepped for students on Day 1. Dr. Ward-Jackson and the Middle School Senior Leadership launched the first day of PD with framing that connected August PD to the work that will happen this year through the lens of developing positive *habits* that will yield strong *imprints* on our school culture. (see pictures below)

When planning for August PD as the springboard for the year, Ms. Mendez (Upper School DCI) and I were intentional about building culture through professional learning and the work that brought us all to this organization.

Week One's theme was grounded in California Standard for Teaching Profession (CSTP) Two: Creating and Maintaining an Effective Environment for Learning. During this time, our Student Support Team and Grade Level Leads facilitated a two-day culture deep dive, where we came to a common understanding about what our culture is now and how we want to strengthen it this year. All teachers created Classroom Culture plans, which will serve as a thread for conversation and development throughout the year.

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Week two was grounded in CSTP Four: Planning, Designing and Delivering Learning Experiences for All Students. Ms. Mendez and I started the week by co-facilitating a Professional Development (PD) session where teachers worked with their content teams to identify vertical competencies to drive learning outcomes. Teachers were genuinely excited to work with one another and shared feedback such as:

- *"I can't wait to continue the 5th-12th grade work."*
- *"My content team is on the same page. We all have a passion for this work."*
- *"It is eye-opening to understand how competencies build on one another."*

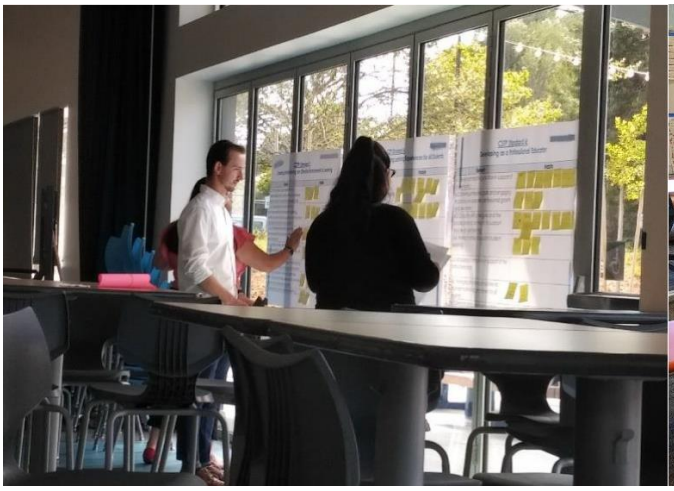
This professional development framed our school-wide instructional priority: Teachers will understand how standards connect *so that* in the moment, we can tap into prior or future learning. During this week, teachers spent four days planning their year-long pacing guides, unit plans, and setting up their gradebooks for the year.

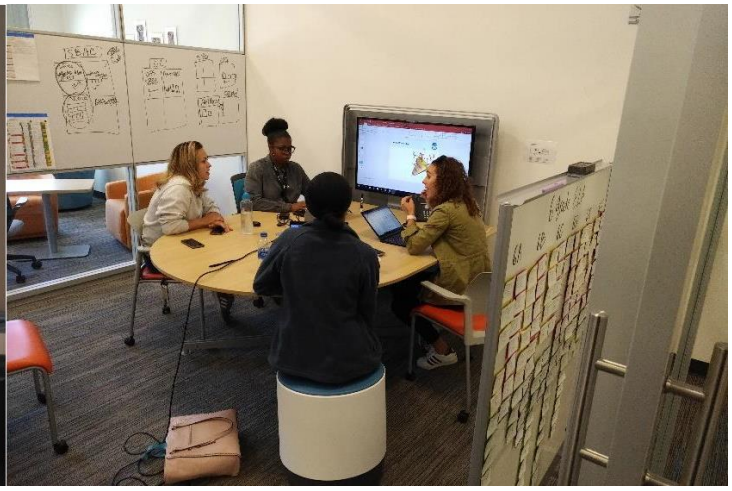
Ms. Mendez and I were/are tracking the following success indicators:

- completion of all deliverables;
- positive and constructive feedback from PD survey data; and
- the Impact of the Implementation of Culture Setting and the Instructional Priority during Quarter 1.

Based on August PD Feedback, Ms. Mendez and I have decided to consider the following during our Friday PD Planning:

1.) Hold more school-wide sessions on Friday's to share best practices
2.) Provide multiple opportunities for school-wide peer observation
3.) Continue to be mindful of designated work time





Division Director Board Report - September 5th, 2019

Middle School Priorities

Dr. Ward-Jackson, Middle School Division Director

What:

Middle School Division Priorities for 19-20 School Year:

Division Priority Area	Key Performance Indicators
Focus on Dynamic, Data Driven Instruction	Achievement Network (ANet) GPA SBAC
Focus on 21st Century Teachers & Scholars	Classroom Observations Student & Teacher Surveys Digital Curriculum Analytics
Focus on Implementing Restorative Practices	EdClick Referrals Average Daily Attendance Student & Teacher Surveys

It is important to remember that all of our departmental goals and performance indicators, that will be shared below, are in response to the aforementioned Division Priorities.

This year, as the School Leader, I have set some laser focus priority areas that I will track and update the Board on during key times of the year. Those priority areas are:

1. Black/African American student achievement (BAASAI) and engagement
2. 5th and 8th grade Math achievement and engagement

So What:

The Middle School committed to a three-year implementation plan for our three Division Priorities that were developed in response to our school-wide and WASC goal #2, "Support for All Learners." The 2019-20 school year will be the third year of implementation for the key three priority areas. When we consider that just three years ago we did not have:

- a practice for formative data talks, nor fidelity to an intentional teaching and learning cycle;
- we did not have 1:1 technology nor expectations around 21st Century instructional practices; and
- we also did not have a comprehensive Restorative Justice program nor a mechanism to track student discipline and support data

It is quite clear to see the benefits of focused priority setting as well as fidelity to strategic planning. Although we have all of those things now, we are proud of our progress, and we are prepared to implement our final leg of tightening up practices around the current Division Priorities, it is apparent via observation and performance data from 2018-19 that there are two key areas that would benefit from our zooming in to provide additional strategy and support.

With a lens on performance *achievement* data, *attendance*, and *alignment*, I have decided to isolate some efforts this year in support of our BAASAI and of our 5th and 8th grade math programs, which our data identifies as being areas of high need. We know to be true that we have committed teachers who believe in the potential of our Wave-Makers and in the genius of their colleagues, we also know to be true that we have best practices to capitalize on, a relevant curriculum and assessment system, and a wealth of resources and support. *We have learned from our success with our ELD and Humanities programs, that a focus on engagement, in addition to curriculum and instruction, will yield high performance gains.* We will host surveys and events/activities to promote and to capture engagement, and we will monitor GPA and Assessment data in an effort to capture

the impact of engagement on the data. We are excited to prioritize a focus on these two areas as in doing so we anticipate great gains for the entire community.

Now What:

- I will implement a marketing plan to share out and to chart progress against the following SMART goals for the Director's priorities:
    - *Black/African American student achievement (BAASAI) and engagement*
        - 8% increase in B/AfroAm student attendance over 18-19 SY
        - 60% of B/AfroAm parent involvement in meetings and events (80% for parents of 5th grade students)
        - 10% decrease in B/AfroAm student referral data
        - 100% 1:1 semesterly meetings between Director and parents of B/AfroAm students who are also SPED identified
    - *5th and 8th grade Math achievement and engagement*
        - 100% of all Tier 3 students in 5th and 8th grade math will have Individual Learning Plans (ILP) in math by the end of 1st Semester
        - As measured by the ANET assessment and the annual SBAC state exam, at least 80% of all Tier 2 students in 5th and 8th grade math will achieve their individual growth goals for Distance from Standard (DFS)
        - 80% of 5th and 8th grade students and families will attend a math focused engagement event (such as Family Math Night) by end of 3rd quarter
        - 100% of math teachers will participate in content professional development and ANET data talks

- Our Senior Leaders have prepared department goals and key performance indicators (KPIs) that will assist us in charting our progress along the journey of continuous growth against our Division Priorities
- As the Middle School Division Director, I am in a current feedback cycle with our CEO, Mr. Nelson, regarding the setting of quarterly objectives and key results that will assist in achieving milestones associated with our priority areas
- I have spent time with our BAASAI Lead and have collaborated on a Year at a glance and an annual calendar of events and meetings associated with the initiative
- I am in the process of planning with our DCI and Math Lead Teacher regarding how to best support and trail 5th and 8th grade math in an effort to accomplish our goals
- We anticipate some asks coming to the Board for both BAASAI and for Math this year. Accordingly, we are planning to highlight BAASAI and Math during this year's Curriculum Review Advisory Meetings

Departmental Priorities

Ms. Crews-Gamez, Associate Middle School Division Director

Intervention, Technology, Extended Day & Enrichment

What?

- Focus on Implementing Restorative Practices
    - 100% of instructors will implement restorative practices in the classroom
- Focus on Dynamic, Data Driven Instruction
    - 20% of students in Tier III math will be eligible to exit by demonstrating proficiency in ANet & SBAC

Division Director Board Report - September 5th, 2019

- 20% of students in Tier III ELA will be eligible to exit by showing proficiency in ANet & SBAC

- Cultivating 21st Century Teachers & Scholars
  - 100% of instructors will implement technology in the classroom
  - 100% of students will earn digital citizenship and digital literacy certifications

Goals	Metrics	Divisional Priority
Intervention By the end of the 2019-2020 school year, 20% of Tier III ELA students will demonstrate proficiency in their grade level ELA standards	7% decrease in students scoring in achievement level 1 on ELA section of the Smarter Balanced Assessment % of Tier III students improving their ELA ANet Benchmark assessment scores from A11 to A3 % ELA grades of Tier III students improving in comparison to previous quarter	Dynamic, Data Driven Instruction
Intervention By the end of the 2019-2020 school year, 20% of Tier III math students will demonstrate proficiency in their grade level math standards	7% decrease in students scoring in achievement level 1 on Math section of the Smarter Balanced Assessment % of Tier III students improving their ELA ANet Benchmark assessment scores from A11 to A3 % Math grades of Tier III students improving in comparison to previous quarter	Dynamic, Data Driven Instruction
Technology 80% of teachers will have goals on how technology can support their instructional goals by the end of the 2019-2020 academic year	**%** of teachers submitting technology goals % of teachers including technology goals in Year at a Glance and Week at a Glance planning documents	21st Century Teaching and Learning
Technology 100% of teachers will assign digital assessments by the end of the 2019-2020 academic year	% of teachers implementing digital assessments % of teachers including digital assessments in Year at a Glance and Week at a Glance planning documents	21st Century Teaching and Learning
Technology 100% of 5th grade students will earn a digital citizenship certification by the end of Semester 1	**%** of students earning digital citizenship certifications	21st Century Teaching and Learning
Technology 100 % of teachers will deliver digital literacy and digital citizenship lessons by the end of Semester 2	**%** of teachers implementing digital citizenship lessons % of teachers including digital literacy and citizenship in lesson planning documents	21st Century Teaching and Learning
Technology 80% of students will access LMS to track scores and improve GPA by end of Semester 2	% of students requesting access to log in information Student surveys	21st Century Teaching and Learning

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DREAM After School Program 0.25 GPA increase in students GPAs attending DREAM in comparison to previous academic year	% Increase in students' overall GPAs % increase in Math grades % increase in ELA grades	21st Century Teaching and Learning Dynamic Data
DREAM After School Program 2% increase in ADA (from 95.93 to 97.93) by the end of semester 2	Average daily attendance for MWA MS Average Daily Attendance for DREAM	Dynamic Data
DREAM After School Program 100% of DREAM instructors will implement restorative practices in the classroom	% of teachers implementing the daily Community Building Calendar Culture & Climate Survey Data California Healthy Kids Survey Data, year over year comparison	Implementing Restorative Practices

So What?

It is important that students experience the various components of their day, in the core day, intervention and in extended day as one seamless educational experience. To this end, it is important that Milestones toward our overarching goals this year will focus on the areas of attendance, assessment and achievement. In pursuit of maintaining our progress in ELA and improving our progress in math, the Intervention, Technology and Extended Day and Enrichment departments will work in concert to achieve the goals stated above.

During the 2018-19 academic year:

- 35% of students exited Tier III ELA and 18% of students exited from Tier III Math intervention.
- 100% of students completed digital citizenship certification and received a personal Chromebook.
- Students who attended the DREAM After School Program more than 80% of the time earned GPAs that were between 0.1 and 0.22 points higher than peers who did not attend.

It is imperative that coordinators and other educators across departments within the middle school continue to collaborate in support of all learners. We saw marked success in each department when coordinators began meeting regularly to share ideas and best practices. We have seen the positive impact that purposefully integrating technology into the classroom during the core day has had, as our DCI, Caitlin Shelburne, and Applied Technology Coordinator, Mr. Williams, have collaborated in support of teachers. We have also seen the positive effect that intentional planning during Differentiated Tiered Instruction has had, with the leadership of our Intervention Services Coordinator, Ms. Stilwell. We will continue to use technology to support with formative and summative assessments, streamline instruction, and utilize online resources such as the Digital Library to prepare for the Smarter Balanced Assessment. During the extended day, we will use PowerSchool and Google Classroom to monitor student progress, and maintain students' GPA growth. Programming for the DREAM extended day program has remained strong and consistent while onboarding a new coordinator and four new staff in addition to four returning staff. We will continue to partner across departments to achieve our goals of students demonstrating content mastery.

Now What?

Intervention will continue to work toward the goal of decreasing the number of Tier III students in Math and ELA by increasing student achievement levels through targeted differentiated tiered intervention. Instructors and Interventionists are building out individualized educational plans for all students to address their specific academic needs in relation to meeting and exceeding ELA and math standards.

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DREAM extended day programming will focus on continued implementation of social emotional learning strategies, increased attendance and targeted academic enrichment support for Wave-Makers. DREAM will continue to serve students with high quality opportunities for enrichment, modeled after college courses, and aligned with common core and best practices in social emotional learning.

21st Century Teaching and Learning will remain a focus this year, with instructors using digital literacy, digital citizenship and digital assessments as cornerstones of their approach, while students use digital literacy to track their academic performance. Through continued professional development for instructors, digital literacy workshops for parents and digital citizenship certifications for students, MWA Middle School will produce students who are prepared to meet the rigors of the modern technological world.

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Mr. Greene, Senior Middle School Dean of Students
Student Support Services Team (Deans and Social Worker)

What:

Deans Office – Mr. Greene, Mr. Ortega, and Ms. Pilloton		
Goals	**KPIs**	**Divisional Priority**
10% increase in the # of students reporting that teachers and/or deans are helping them to address and resolve harm and conflict in the school community	• Culture and Climate Survey data • CHKS data • # of RP themed lessons delivered via the Comm. Bld. Calendar • % of teachers facilitating Restorative Conferences • EdClick Data for # of teacher facilitated Restorative Conferences • EdClick Data for # of Dean facilitated Restorative Conferences • # of Restorative Reflection forms completed	Implementing Restorative Practices
2% increase in ADA (from 95.93% to 97.93%) by the end of S2	• YTD Attendance Summaries improve • # of SARB 1 & 2 Letters delivered • # of SARB 3 Meetings facilitated • # of attendance marketing letters mailed home • # of conferences or phone calls with parents on attendance	Dynamic Data
100% of teachers will be implementing Restorative Practices in the classroom during Community Building times by the end of AY 2019-2020	• % of teachers implementing the daily Community Building Calendar • Culture and Climate Survey data • GLL feedback on team participation level with implementing the Community Building Calendar	Implementing Restorative Practices
100% of students who are chronically truant, failing academically, and/or have excessive	• SST Plans/Behavior Plans/Academic Support Plans • GL team parent conferences	21st Century Teaching & Learning

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disciplinary referrals will be identified and supported through individualized support plans or interventions by the end of AY 2019-2020	• GPA improvements for students who are failing • ADA; Decrease in chronically absent students • EdClick referral data; Reduction in disciplinary referrals for "frequent fliers" • # of students receiving counseling services, SW services, or proactive Dean check-ins	

Social Worker's Office, Mr. D. Garcia

Goals	KPIs	Divisional Priority
85% of all middle school Wave Makers will demonstrate increased knowledge of basic coping strategies via Self-Care Action Plans	• Number of student-completed Self-Care Action Plans • Number of referrals for emotional dysregulation intervention/support • Student Culture & Climate Survey Data	-Dynamic Driven Data -21st Century Teaching & Learning
70% of all middle school parents/guardians surveyed will demonstrate basic knowledge of strategies and/or resources to address typical developmental issues	• Parent Survey Data • Parent Workshop Attendance • Number of referrals to community partners • Parent Consultations	-Dynamic Driven Data
100% of middle school faculty will have access to strategies and interventions to promote self-awareness and emotional regulation	• Complete August PD introducing basic self-awareness and coping strategies to faculty/staff • Implementation of emotional regulation strategy or intervention within learning environment • Individual and/or grade-level consultations	-21st Century Teaching & Learning
Engage key stakeholders, including Dean of Students, clinicians, DCI and SPED Coordinator, to design and promote a trauma-informed care framework for AY 2020-2021	• Jointly formulate criteria to define trauma-impacted students and trauma-impacted student needs • Designate a rubric to assess & align current school practices and interventions with trauma-informed care philosophy	-Dynamic Driven Data -21st Century Teaching & Learning

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So What:

In his new role as Senior Dean of Students, Mr. Greene took initiative to engage his enhanced responsibilities through intensive summer planning on the following key areas:

- Conduct extensive research on best practices in proactively supporting the academic and social-emotional needs of *all* students in the school community.
- Lead and develop year-end needs assessment to identify critical school culture and climate strengths and areas for growth.
- Lead the collaborative process with the Student Support Services Team (Senior Dean/ADOS/SW) to create and implement a shared inter-departmental Mission and Vision, aligned year-long goals, and agreed upon strategic interventions that respond to annual needs assessment results.
- Create and deliver strategic systems and approaches that promote sustainability/longevity in the roles of Associate Dean of Students, Social Worker, and Senior Dean of Students.

<u>Growth Areas</u>

According to our recent California Healthy Kids Survey data:

- Nearly 20% of MWA Middle School students reported engaging in alcohol or drug use.
- 31% of Middle School students reported experiencing chronic sadness or hopelessness.
- Alarmingly, 17.5% of 7th and 8th grade students have considered suicide in the past 12 months.

In addition, with the influx of MS students through our expansion, students reported an overall 10% dip in their perception of staff and leadership availability and responsiveness to supporting students in resolving conflicts and harm that occurred in the school community from Fall of 2018 to Spring of 2019.

Perhaps relatedly, our ADA for the 18-19 school year dropped significantly below our 97% goal to near 96% ADA.

Now What:

MWA students would benefit from further explicit support with developing SEL skills, most pressingly with learning healthy coping mechanisms for dealing with stress and with establishing supportive relationships with both peers and mentors in the school setting. Opportunities exist for site-based Leadership to further collaborate and integrate services across departments to address shared inter-departmental challenges related to school culture and climate safety needs, academic performance trends, and the development of social-emotional competencies of students.

The Student Support Services Team is evolving our counseling model away from a traditional service-oriented model, characterized by a reactionary and largely crisis-operational response mode, toward implementing a Comprehensive Guidance and Counseling Program (CGCP) that *proactively* addresses the holistic needs of *all* students. We are developing a counseling and guidance approach that is more collaborative, systemic, incremental, developmental, educational and preventative in nature. By creating and implementing a Daily Community Building Calendar across all homerooms, and by providing comprehensive weekly plans for the Community Building hour, we are anchoring our school year in the Foundation of implementing Restorative Practices.

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The Student Support Services Team is also partnering with our Intervention Coordinator to develop early intervention strategies, methods, and tools for identifying and providing individualized interventions for 100% of students who are truant, under-performing academically (below a 2.0 GPA), and/or who are receiving excessive disciplinary referrals. We aim to dynamically target and remove barriers to student success so that all Wave Makers are provided with individualized supports that ultimately lead to high academic achievement and interpersonal success and wellness.

Because Parent/guardian participation in the educational process is critical to student success, the Student Support Services Team is partnering with the Parent and Guardian Engagement Coordinator to provide ongoing parent education (both during the school day and at Saturday Parent Meetings) on the topics of:

- Communicating and Learning at Home
- Family Wellness and Parenting
- Decision Making & Capacity Building
- Collaborating & Community Partnership

Ms. Shelburne, Middle School Director of Curriculum and Instruction
Curriculum & Instruction, English Language Development

What:

Curriculum & Instruction – Ms. Shelburne		
Goals	**Metrics**	**Divisional Priority**
Establish a functional Instructional Leadership Team (ILT) that improves teaching and learning	# of students engaging in grade level critical thinking: Asking higher order thinking questions Debating with peers/adults about content Giving and receiving feedback Learning through reflection and problem solving Using content specific language	21st Century Teaching and Learning Dynamic Data Driven Instruction
Establish collaborative Planning Practices that drive aligned and relevant instruction	Quality/# of times within a lesson teachers: Ask questions that require students to problem solve Provide productive space for students to ask questions, give and receive feedback, and utilize content-specific language and struggle # of classrooms with aligned instruction Gradebooks meeting expectations	21st Century Teaching and Learning Dynamic Data Driven Instruction

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Aligned grading practices are valued, understood and implemented	Teacher Gradebook Audits Parent Feedback	Dynamic Data Driven Instruction
English Language Development – Mr. A. Garcia		
100 % of Middle School Students will reclassify by the end of the 8th grade.	Classroom observation data (Teachers are using at least 2 instructional strategies in each lesson) ANET Data, ELPAC Data, SBAC Data, STAR Reading Data	Dynamic Data Driven Instruction
During Designated ELD time all students build content specific language to gain proficiency in English and have full access to core day content.	Classroom Observations • 100% of students in ELD DTI classes are engaged in lesson • Using Content Specific language • Debating with peers/adults about content Planning documents • YAAGs for designated ELD aligned to topics taught in core day.	Dynamic Data Driven Instruction
100% of Grade 5-8 EL parents will meet with ELD coordinator to discuss path to reclassification	Bi- Annual meetings Meetings with all parent/guardians once per semester Increase number of parent participation at ELAC meetings.	Dynamic Data Driven Instruction

Teacher Leader Capacity: We have worked to intentionally build capacity in our Content Leads and Teacher Leaders. Because of specific training, they are all able to effectively lead meetings around curriculum planning and looking at student work. Additionally, they all model professionalism and continued learning in their specific content fields. Our Lead Teachers and Content Leads also achieve the highest student achievement data.

Student Achievement:

- MS Average: Our ELA Scores are consistently progressing, but our Math Scores are remaining stagnant.
- ELD: EL students are progressing on the SBAC, but at a slower rate than their peers.

So What:

Teacher Capacity: Because we have strong teacher leaders, we want to be sure that we are maximizing their impact! We know that when new teachers and math teachers get weekly coaching support from the DCI, Lead Teachers or ELD/Intervention Services Coordinator, their teaching practice improves and their SBAC Scores are higher.

Student Achievement: We want to reclassify 100% of students before they are promoted to the Upper School. There is a need for specific intervention for EL achievement. By triangulating achievement data, we learned that students whose parents regularly attend parent meetings (Student-Led Parent Teacher Conferences, 1-1 Meetings with the ELD Coordinator and ELAC Meetings), perform at higher rates than their peers.

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Now What:

Teacher Capacity: As part of our 5-year plan, we are working to establish an Instructional Leadership team which is charged with improving teaching and learning at the middle school. Members of the ILT Team will engage in weekly coaching cycles with new teachers and math teachers and hold collaborative meeting spaces designed to lesson plan for alignment, best practices and ELD specific strategies.

Student Achievement: The ELA and Math Departments are specifically tracking EL and Black Student Achievement on a bi-weekly basis through our Looking at Student Work protocol in collaborative planning. Mr. Garcia, our ELD Coordinator has responded to the data point above by scheduling interactions with all ELD Parents

Middle School Staffing Update

New Community Members

We are excited to welcome new members to the middle school Faculty to mostly fill some key expansion teaching positions. This year, we welcomed two former resident teachers, Ms. Morte and Ms. Rodriguez on to our faculty as our 7th Grade ELA and History teachers! We are excited to support Mr. Amey in his Student Teaching in 7th Grade Math. Mr. Amey is partnering with Ms. Delaplaine to grow his craft. We are also excited to welcome Ms. Cruz, who formerly taught in our After School program and is now an ELA Teacher Resident working under the guidance of Ms. Charlillo. We also on-boarded two fabulous and experienced RSP Teachers to our team, Ms. Joseph and Ms. Schauer, as well as two new science teachers, Mr. Rong and Mr. Daley.

What: Due to a late summer resignation of our 8th Grade ELA teacher, we are left with a vacancy.

So What: We are currently partnering with talent to identify a qualified and mission-aligned teacher to join our faculty. We are in the process of interviewing some promising candidates.

Now What: In the meantime, the Humanities Lead Teacher, Ms. Harper-Cotton, and MS DCI are collaborating around lesson planning and grading for the long-term substitute.

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Upper School

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From the Senior Leaders' Desk

Priscilla Mendez, Upper School Director of Curriculum and Instruction

At the close of the 2018-19 academic year, the staff satisfaction survey results, as well as upper school pulse checks, were top of mind going into the 2019-20 school year. Both faculty and staff had previously shared, through multiple venues, their disappointment with professional development. This specific data point was the impetus for the many changes that occurred during the 2019-20 August Professional Development (PD) schedule outlined below.

Both Ms. Shelburne (middle school DCI) and I worked very closely to ensure cohesion and alignment were not only apparent but also drove school-wide instructional priorities. We also wanted to balance expectations of faculty deliverables with desired student outcomes to ensure the return on investment would be high. These two areas of focus enabled us to plan a very different August PD structure by focusing on:

- session topics that had a direct impact on instruction from day one;
- structures and content that modeled instructional best practices;
- sharing the vision for sessions, as well as their connection to PD, throughout the year;
- tangible outcomes and clear expectations for PD,
- time for implementation and planning; and
- showing the interconnectedness between content areas and skills to allow for more meaningful collaboration among and between faculty across the school.

The first week's theme, culture, safety, and student support, helped set the stage for teaching and learning in practice. The theme of culture, safety and student support were the main focus in order to create a shared understanding of the culture and climate of the Academy. These sessions during Week One set the groundwork for Week Two, which focused on teaching and learning through a collaborative lens. The concept of planning with intention in order to provide a rigorous and relevant educational experience for our Wave-Makers contributed to a school-wide shared vision of teaching and learning.

Each session that had a "product deliverable" as an outcome was followed by dedicated planning time. This ensured faculty were equipped with the time and space necessary to complete deliverables in a collaborative manner. Multiple sessions were also conducted in collaboration between the middle and upper school divisions. Faculty members shared,

- *"I can confidently collaborate to continue vertical alignment practices";*
- *"This session has encouraged me to ask questions of my colleagues";*
- *"It was very helpful to meet as a team, so we could begin to build fellowship with one another and begin our work together";*
- *"I can hear the passion of the staff who are teaching below me. I will allow that to rejuvenate my own passion…"; and*
- *"Alignment is great".*

Allowing teachers to learn from their collective genius, tap into the knowledge and experience of their peers, and be cognizant of how their own practice impacts their peers was a very useful and impactful way to spend time.

- *When upper school faculty and staff were asked for their overall August PD impressions, their responses included: "Great PD! Thank you for being responsive and adaptive to the needs of all stakeholders";*
- *"Great job planning DCIs";*
- *"Much better PD this year than the past few years…"*
- *"I've said this multiple times this PD, but things are running so much smoother this year"; and*

- *"Better this year! With some changes could be even better next year."*

I am excited about the positive buzz August PD has received this year. I am hopeful that with the implementation of feedback from August PD, along with the Friday PD structure and topics, will become a more fruitful learning experience and collaborative space. Immediate changes will provide a balance of content and time for implementation as well as more opportunities for school-wide alignment through walk-throughs and best practice spotlights. Ms. Shelburne and I are committed to learning from this year's professional development cycles to make next year's August PD the very best yet!

Start of the Year Reflections

Priscilla Mendez, Upper School Director of Curriculum and Instruction

What?

Upon reflection of the 2018-19 academic year:

- Semester 1 student trends included issues pertaining to trash and bathroom vandalism.
- Mid-year staff satisfaction survey results highlighted a disconnect between upper school faculty and leadership.
- The Semester 2 move to the middle school campus highlighted multiple areas of growth for our students including the improper usage of open learning space. Other social-emotional issues for students surfaced such as incidents of self-harm through cutting.
- Faculty and staff consistently shared the sentiment of the work required of them feeling unsustainable.
- Faculty shared in one-on-one check-in's with the DCI that instructional priorities felt driven by compliance and were not grounded in student growth or faculty development.

So What?

In response to student trends, survey results, and what faculty and staff shared with the senior leaders, it was decided that a major shift in practice needed to occur. The start of the 2019-20 academic year was a perfect time to re-brand, reset, and re-norm on the expectations and priorities both the students and adults would spend their time focusing on in the upper school.

To that end, the mission and upper school objectives will be carried out with a focus on:

1) *campus culture setting*
2) *rigorous and relevant instruction*
3) *sustainability*

In practice, the faculty and staff spent an entire week of August PD focusing on campus culture setting. Routines, expectations, and procedures (REPs) for our new upper school campus were unveiled, discussed, and practiced. This week-long endeavor intentionally created the space and time to norm on what a safe and effective learning environment will look like on our new campus. Faculty members were able to brainstorm and begin creating community agreements to build a strong classroom culture that aligns to the overall campus culture.

Week Two of August PD set the groundwork for a year-long focus on rigorous and relevant instruction. In order to move from compliance to excellence the vision must be clear, expectations must be explicit, and the process must be implemented by all with fidelity. Teachers grappled with their piece of the puzzle, how what they teach impacts and relies on what came before and what comes after them. Tapping into prior and future learning are integral when planning their curriculum and instruction for the year. The teaching and learning cycle will continue to inform the work that is done throughout the academic year.

Lastly, sustainability was top of mind. It is well known that burnout causes discontent, depression, and turnover. In order to proactively mitigate this, built-in time to complete deliverables was enacted to create space within the work day to complete deliverables. Additionally, addressing the notion of the "ideal" or "perfection" is integral for this work to feel sustainable. The more the work that needs to be completed is chunked into manageable pieces, is presented in a way that connects it to larger initiatives, and is able to be completed in collaboration with other subject-matter experts (their peers), the more we will be able to support sustainability and success.

Now What?
In order to track our continued progress towards goals, multiple metrics will be considered in order to measure success. It will no longer be enough to "check the box", but rather the work must be evaluated in order to gauge whether progress is being made. The following data will be utilized to assess progress:

- student survey data
- family and guardian survey data
- faculty and staff survey data
- classroom observations
- dean referrals
- grade point average data

The Board is encouraged to offer other avenues for support, improvement, or implementation.

Departmental Priorities, Dean of Students

Ahjia D. Moore, Upper School Dean of Students

What?

- In partnership with the Middle School Deans of Students (DOS) and Operations Team, the arrival and dismissal procedures have been relaunched to ensure traffic student safety remains at the forefront of priorities on our newly expanded campus.
- Supervision duty, as a whole, has been relaunched on the upper school campus. All staff and faculty are expected to perform a minimum of 90 minutes per week of supervision duties, which includes arrival duty, dismissal duty, and campus supervision duty.
- The Deans of Students led and implemented designated programming, called "The Big Splash", during the first week of school with a focus on establishing strong upper school culture. The Deans of Students office anticipated prioritizing student safety given the expanded physical space to account for and supervise.

So What?
Overall, the arrival and dismissal procedures relaunch has been relatively smooth. The DOS and Operations have partnered in sharing out information about new drop-off and pick-up procedures through multiple modes of communication to families and students. During the first week of the arrival and dismissal procedure relaunch, a car, unfortunately, struck one of our students as they crossed an intersection between the middle school and upper school drive loop. The supervision team in the area responded swiftly and appropriately to assess the scene for safety and care for the student. In response to this incident, immediate adjustments have already been made to arrival and dismissal responsibilities and are effective immediately. No similar incidents have occurred or are anticipated to occur as a result of the adjustments.

In an effort to support a larger campus and supporting a larger work culture that practices sustainability, the DOS has co-created and managed a rotating supervision schedule comprised of all MWA staff and faculty. The goal of supervision for the year is to provide clear and immediate adult presence during student transition times (I.e. before and after school, break periods, lunch periods, and passing periods).

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The DOS is in its fourth year of implementing The Big Splash presentation series as a first week back tradition all classrooms and advisories observe. The Big Splash was designed to create an opportunity for students and staff to set up a strong foundation for positive classroom and campus culture through engaging in activities that build relationships, as well as review all upper school policies, procedures, and expectations in direct connection to the MWA mission and individual students' Life Dreams. During The Big Splash week, all advisories also engage in their first Community Circle and each classroom creates a "Community Agreement" *(see Figure 1 and Figure 2)*. Community Agreements have been designed to serve as the foundation for all student-to-faculty interactions and restorative conversations in every upper school classroom. In lieu of the move, the first day of The Big Splash was dedicated to reviewing whole-school review and exploration of the new campus space. In designated periods, faculty and leaders presented on "zones" – designated areas in the upper school where students can look at the color and immediately know what specific expectations they will be held to.

In direct response to 2018-2019's suspension data, where the leading cause was "Possession, Use, Sale, or Furnishing a Controlled Substance", the DOS has strategically focused on behavior intervention and prevention through:

- increased campus supervision during all student transition times
- scheduled parent/guardian programming
- targeted student programming

Implemented together as a set of proactive and preventative strategies, we aim to prevent drug-related incidents from occurring on the larger campus. In partnership with the Upper School Social Worker, the DOS is piloting a young men's group with a focus on meeting the social and emotional needs of students who struggle with practicing healthy coping mechanisms, making connections amongst peers, or have a history of receiving DOS support services. This year's attendance has been highest ever of the last four years-with single digit absences only. We attribute some of this to students feeling more connected to their community and not wanting to miss out on all the activities and opportunities the new campus has to offer (see Figure 3).

Figures1 and 2: The Big Splash Overview and First Week Schedule

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The Big Splash Overview

- Build Community
  - Build relationships through getting to know one another
  - Building cohesion and alignment between MS and US ("We are one school.")
- Set students and staff up for success
  - Focus on school **culture,** review individual and community **expectations**
  - *Breakdown* of Upper School policies and procedures; practice
  - *Breakdown* of classroom expectations, co-creation of **Community Agreements**
- Connect us closer to our mission
  - Draw **relevant**, direct connections to societal expectations *outside of MWA*
  - Mindset check. *Why are we here?* ***What is our responsibility to give back and "recycle our success"?***



The Big Splash Overview

Day 1

All Periods:
- Staff Introductions
- Routine, Expectations, and Procedures (REPS)

Advisory: 9th-12th Locker Distribution

Day 2

Periods 1, 3, and 5:
- US Policy And Procedures Review
- Teambuilding

Periods 2, 4, and 6:
- Community Agreements and Classroom Expectations
- Syllabus Overview

Advisory: Adventure Trip Roll-out

Day 3

Periods 1, 3, and 5:
- Community Agreements and Classroom Expectations
- Syllabus Overview

Periods 2, 4, and 6:
- US Policy And Procedures Review
- Teambuilding

Advisory: Community Circle



Implementation of The Big Splash has helped us launch a strong year. We can tell that there has been a positive impact in terms of how students are acclimating in their various learning spaces, and that The Big Splash is working for us in this area.

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Figure 3: First Day of School Attendance Year Comparison

Year	*# Absent*
2019	*4*
2018	*11*
2017	*9*
2016	*18*

Now What?
In regards to campus safety, the DOS will continue to monitor the arrival and dismissal procedures to ensure students and families have a safe and time-efficient experience on campus. The DOS will also continue to monitor and support the staff facilitation of supervision duties to support a safe campus culture and deter poor decision-making. The metrics we will track will include:

- Lowering the incidents of referrals due to possessing illegal substances
- Increasing or meeting attendance goals of 97%
- Positive culture metrics related to the Big Splash, including school connectedness

Departmental Priorities, Director of Curriculum and Instruction

Priscilla Mendez, Upper School Director of Curriculum and Instruction

What?

- Math continues to be an area of focus in the upper school.
- A July resignation of the Precalculus and AP Calculus teacher has currently left us with no live instruction options for Precalculus.
- We were able to identify and hire a part-time and experienced teacher to teach AP Calculus
- Current vacancies include a Precalculus teacher and Math Coach.
- Due to recent news of a resignation, we are expecting a vacancy for English II beginning September 16, 2019.

So What?
There are currently four seniors who have exhausted all math courses we currently offer with the exception of AP Calculus. Therefore, an AP Calculus teacher hire was paramount for those students to remain college competitive, as well as for the upper school to meet its objectives for math efficacy. The Talent Team did their due diligence and re-screened previously interviewed candidates for multiple Math positions. Due to their thoroughness and a change in an applicant credential status we have hired a part-time AP Calculus teacher that will provide live instruction one period a day to a specific cohort of students who have opted into the class.

The leadership team discussed the multiple platforms that can be utilized to provide Precalculus instruction to our Wave-Makers. Apex Learning Precalculus was chosen based on three factors:

- user experience
- subject matter accessibility
- cost-benefit analysis

Based on user experiences shared by faculty, staff, and students Apex Learning was opted for over Laurel Springs. Concerning subject matter accessibility, Laurel Springs representatives recommended MWA use a different platform based on their curriculum being geared towards the highest achieving students and emphasized Laurel Springs should not be utilized for general math instruction. Lastly, the cost-benefit analysis of utilizing Apex Learning over Laurel Springs supported the decision to choose Apex Learning.

Now What?
While the search for a highly qualified Precalculus teacher continues, Apex Learning Precalculus will be implemented by a full-time, credentialed online learning instructor who has over ten years of teaching experience. When a Precalculus teacher is identified and hired, we will transition students accordingly. In the meantime, we will also search for an external tutor in order to provide instructional support during core day instruction.

The search for a highly qualified Math Coach who can provide consistent and aligned support for the Math department to include: Common Core knowledge and standards alignment, lesson and unit planning, modeling, co-teaching, small group instruction, as well as high leverage instructional practices and strategies continues.

As Math is an area of focus, the following data will be utilized to track math achievement improvement:
- Math Diagnostic Testing Project (MDTP)
- Smarter Balanced Interim Assessment Blocks (IAB)
- Grade point average (GPA)
- Springboard embedded assessment (EA)

The Board is encouraged to provide recommendations for how to proceed with Math vacancies in the future. Additionally, we ask the board to consider expanding funds to allocate hiring additional Math teachers to avoid future vacancies in this high turnover, hard to fill subject.

Departmental Priorities, College and Career Counseling

Jon Siapno, Director of College and Career Counseling

What?
- Cliff Adelman, a Department of Education researcher, has found that, “A rigorous high school curriculum has greater impact on bachelor’s degree completion than any other pre-college indicator of academic preparation, regardless of socioeconomic status or race.”[1]
- While there is no universally-accepted definition of academic preparation for college, the A-G curriculum (the sequence of 15 required and 3 recommended courses students must complete in order to meet minimum eligibility requirements for admission to California State University and University of California) serves as a benchmark of rigor for college readiness in our state.[2]
- At the end of the 2017-18 school year in Contra Costa County, only 31% of Black or African American graduates

[1] Clifford Adelman, “Answers in the tool box: Academic intensity, attendance patterns, and bachelor’s degree attainment,” Washington, DC: U.S. Department of Education, 1999.
[2] William Bedsworth et al, “Reclaiming the American dream,” Boston: The Bridgespan Group, 2006.

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and 40% of Latino or Hispanic graduates completed the A-G curriculum.[3]

So What?
Making Waves Academy continues its commitment to college readiness by offering a guaranteed and viable master schedule that allows all students to complete the A-G curriculum -- the sequence of courses to which our Upper School graduation requirements are aligned. The course offerings for this year feature several enhancements from the prior year, meant to affirm our commitment to A-G curriculum completion and college readiness, while building upon our continuing efforts to increase the competitive advantage of our graduates.

For the 2019-20 school year, we have dissolved Honors English III and are now offering AP English Language and Composition as an advanced level alternative to English III for juniors. We have expanded our offerings in Visual and Performing Arts with the return of Advanced Art and the addition of Introduction to Drama. Our Career Technical Education (CTE) pathway in Health Science and Medical Technology for Patient Care has expanded to include Advanced Patient Care as a capstone course. While we continue to offer Spanish II and Spanish III, we have paused our offering of Spanish II Advanced and Spanish III Advanced while we work with our Spanish teachers to strengthen the differentiation between the "regular" and "Advanced" sections of languages other than English. We are now offering AP Spanish Language and Culture as a fourth-year course in our World Languages department.

Three sections of Pre-calculus are being offered to students through Apex Learning, online, in which a full-time employee of Making Waves Academy will be the teacher of record for daily classroom facilitation. We have dissolved Writing and Technology, a ninth grade course which, while teaching requisite skills needed for success in English Language Arts, was not an A-G approved course. The skills taught in Writing and Technology have intentionally carried over into the English I course offered to all ninth grade students. We are not offering AP Biology this year.

Now What?
College and Career Counseling will track metrics aligned to the College and Career Indicator (CCI) from the California School Dashboard, which measures how well local educational agencies and schools are preparing students for likely success after graduation. In particular, we will measure the % of students who are "prepared," which is defined as:

"Prepared," as defined by the College and Career Indicator (CCI) from the California School Dashboard

1. Completion of University of California (UC) and California State University (CSU) a-g requirements with a grade of C- or better, plus one of the following additional criteria:
    a. Smarter Balanced Summative Assessment Scores:
        i. Level 3 or higher on ELA and at least a Level 2 "Standard Nearly Met" in mathematics, or
        ii. Level 3 or higher on mathematics and at least a Level 2 in ELA
    b. One semester or two quarters of Dual Enrollment with a grade of C- or better in academic or CTE subjects
    c. Score of 3 on one AP exam or score of 4 on one IB exam (for a-g- requirement only)
    d. Completion of CTE Pathway (for a-g- requirement only)

The Board is encouraged to begin its considerations for further enhancements to our 2020-21 course offerings, which will formally begin with the Curriculum Review Advisory Committee meeting, occurring on November 7, 2019.

[3] "Four-year cohort graduates meeting University of California/California State University (UC/CSU) course requirements by race/ethnicity," Sacramento: California Department of Education, 2018.

Course Offering for 2019-20

Making Waves Academy Upper School

A-G and CDE Requirements		Making Waves Academy Course of Study		
Content Areas	*Required*	*Courses Offered for 2019-20*	*Required*	*Credits*
A. History and Social Science	2 Years	**World History** **United States History**** AP United States History **United States Government (0.5)** AP U.S. Government and Politics (0.5) **Economics (0.5)**	3 Years*	6.0
B. English	4 Years	**English I** **English II** **English III**** AP English Language and Composition **CSU Expository Reading and Writing**	4 Years	8.0
C. Mathematics	3 Years	**Algebra I** **Geometry** **Algebra II** Pre-Calculus (Online) AP Statistics AP Calculus AB	3 Years	6.0
D. Laboratory Science	2 Years	Earth and Space Science **Biology** **Modern Physics and Chemistry** Introduction to Health Sciences (CTE) Anatomy and Physiology (CTE) Medical Terminology (CTE) Advanced Patient Care (CTE)	2 Years***	4.0
E. Language Other Than English	2 Years	**Spanish I** **Spanish II** Spanish III AP Spanish Language and Culture	2 Years	4.0
F. Visual and Performing Arts	1 Year	**Fundamentals of Art** Ceramics Advanced Art Introduction to Drama	1 Year	2.0
G. College Preparatory Elective	1 Year	AP Psychology	****	****
California Department of Education	2 Years	**Health and Wellness I** **Health and Wellness II**	2 Years*	4.0
TOTAL				**34.0**

Courses listed in **"blue"** fulfill A-G and MWA graduation requirements. Courses listed in **"black"** are A-G recommended courses or electives.

All courses are year-long and eligible for 1.0 credit towards graduation. Courses indicated as 0.5 are semester-long courses.

Career Technical Education (CTE) courses in Health Science and Medical Technology are aligned to California state standards for CTE.

* California Department of Education requires three years of History and two years of Physical Education.

** U.S. History requirement may be fulfilled by AP U.S. History. English III requirement may be fulfilled by AP English Language and Composition.

*** Laboratory Science requirement includes one Life Science and one Physical Science course.

**** College Preparatory Elective for A-G requirements satisfied by third year of History.

Coversheet

CEO Presentation & Report

Section: II. Standing Reports
Item: E. CEO Presentation & Report
Purpose: Discuss
Submitted by: Alton B. Nelson Jr.
Related Material: MWA CEO KPIs_AUG 2019.pdf
MWA CEO_MWA Board Meeting_SEP 2019.pptx
MWA CEO Report for MWA Board_SEP 2019_abn_em_Final.docx

BACKGROUND:
MWA CEO presentation to open the 2019-20 school year. Also attached are a DRAFT of Key Performance Indicators (KPIs) the CEO will track throughout the school year.

DRAFT

MWA CEO Key Performance Indicators

The following Key Performance Indicators (KPIs) are the key data available to us to track progress.

Area	Daily & Weekly (Audience)	Monthly/Period (Audience)	Quarterly/Cycle (Audience)	Annual (Audience)
Attendance	- Registrar - Deans - Social Workers - Division leaders - Sr. School Dir. - CEO	- Registrar - Deans - Social Workers - Division leaders - Sr. School Dir. - Parents - CEO - Board	- Registrar - Deans - Social Workers - Division leaders - Sr. School Dir. - CEO - Board (P-1 & P-2)	- Registrar - Deans - Social Workers - Division leaders - Sr. School Dir. - Parents - CEO - Board (P-Annual)
Enrollment		- Registrar - Deans - Division leaders - Sr. School Dir. - CEO	- Registrar - Deans - Division leaders - Sr. School Dir. - CEO - Board	- Registrar - Deans - Division leaders - Sr. School Dir. - CEO - Board - Parents
Faculty & Staff Attendance	- DCIs - Division leaders - Sr. School Dir. - CEO	- DCIs - Division leaders - Sr. School Dir. - CEO	- DCIs - Division leaders - Sr. School Dir. - CEO	- DCIs - Division leaders - Sr. School Dir. - CEO
Gradebook Expectations Fidelity		- DCIs - Division leaders - Sr. School Dir. - CEO	- DCIs - Division leaders - Sr. School Dir. - CEO	- DCIs - Division leaders - Sr. School Dir. - CEO
GPAs *- grade* *- divisiion* *- race* *- ELs* *- SPED* *- Gender*	- Students - Faculty - Coordinators - Parents	- Students - Faculty - Coordinators - Parents - DCIs - Division leaders - Sr. School Dir. - CEO	- Students - Faculty - Students - Parents - DCIs - Division leaders - Sr. School Dir. - CEO - Board	- Students - Faculty - Students - Parents - DCIs - Division leaders - Sr. School Dir. - CEO - Board
Interim Assessments			- Students - Parents - Faculty - DCIs - Curriculum Advisory Committee	

DRAFT

SBAC *- Aggregate* *- Cohort* *- Distance from Standard*				- All Groups
ELPAC & Reclassification				- All Groups
AP Course Access & Enrollment				- Students - Parents - Faculty - DCIs - Curriculum Advisory Committee
AP Course Scores				- All Groups
SAT/ACT Scores				- All Groups
High School Graduation %				- All Groups
College Admissions %				- All Groups

Making Waves Academy

CEO Presentation

MWA Board Meeting

September 5, 2019

Presentation Agenda

- Focus areas and priorities for 2019-20
- Org structure changes & updates
- Stakeholder engagement
- Charter legislation and education landscape
- Engagement

Tagline – Student Focus

Learn. Graduate. Give Back

Tagline – MWAS Focus

Consult. Evaluate. Thought Partner. Support.

Essential Questions

1. *What are we doing well?*

2. *What can we be doing better?*

3. *What are high leverage activities (both strategic and tactical) that give us the best chance to have success as an organization (e.g. student outcomes, accreditation, staff satisfaction)?*

Focus Areas for 2019-20

1. A “recommitment” to “teaching and learning”
   a) A focus on math instruction
   b) Successful launch of our “NEW” SPED program
   c) Black student achievement

2. A commitment to stakeholder engagement and observation of practices throughout the year.

3. Preparation for the WASC accreditation visit.

Additional CEO Areas of Focus for 2019-20

1. MWA culture and climate

2. Diversity and inclusion environment at MWA

3. Performance support through quarterly goal setting and monitoring

The WHY for Org Structure Changes

- We came to this decision after an analysis of school practices and receiving stakeholder feedback.
- As a result, a focus area moving forward is alignment (of practices, systems, and approaches) across the school.
- To this end, a different structure is needed to support effective instructional practices, a healthy culture, and growth.
- In addition, the MWA Central Office needs to pull back from any direct supervision and operation at the school.

Results/Pivots

- Expand its operational capacity to effectively operate in a larger facility while also providing appropriate presence and sense of safety in operating a campus with increasingly more students.

- Refine its programmatic approach to broaden holistic supports, be disciplined and innovative in our approach to teaching and learning, expand programming (fine arts, Maker Space, and athletics), and cultivate & highlight excellence.

- Develop infrastructure and systems to support community engagement, talent recruitment, student recruitment, and systems development to effectively operate in a new community outside of Richmond (Pittsburg).
  - If decision is made to continue to pause growth indefinitely, thoughts on how to shift to a focus on innovation will be the focus

Themes of Stakeholder Engagement

- Staff satisfaction
- Trust
- Student safety, supervision, and REPs/expectations
- A focus on teaching and learning
- Dedicated coaching and support for faculty and a more aligned and clear PD plan
- Overall supervision, training, and support of staff
- Address sustainability while maintaining a focus on excellence and meeting student needs

Charter Legislation Update I

- Implementation date will be July 1, 2020 as opposed to January 1st.
- Role of national backdrop of anti-charter sentiment and anti-ed-reform was at play
- Affirms charters are a permanent fixture moving forward, particularly high performing schools closing the achievement gap
- Equity a factor – academic growth for underserved students is a factor for renewals
- Quality a factor – academic achievement and academic need

Charter Legislation Update II

- Elements for denial of approvals & renewals could include:
  - existing program & capacity to serve students
  - fiscal impact on district solvency

- Districts under fiscal distress can also deny approvals

- Charters Renewals
  - High performing charters eligible for a fast track renewal & longer terms (up to 7 years)
  - Medium level charters take into consideration academic indicators for renewal
  - Low performing charters will have a route for potential renewal

Discussion/Engagement

- *Anything the Board would like for me or MWA staff to do in particular related to staff satisfaction, engagement, or academic performance?*

- *In a time of strong local, state, and national backlash against public charter schools, what is our messaging to the larger public and our community?*

Final Thoughts

1. 2019-20 Focus on Teaching and Learning, alignment, and culture at MWA.

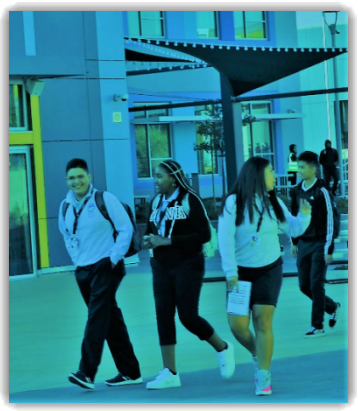
2. 2019-20 Focus on culture building, adult learning, and Capacity Building at the Central Office.

3. Focus on formal evaluation through goal setting and working towards meeting quarterly goals.

CEO Report

SEPTEMBER 2019

Mission Connection





These two pictures represent two of three key parts of the journey of a Wave-Maker – their 5th-12th grade experience here at MWA and their college admissions and enrollment decision. The third phase, college success, is led by the CAP team and is fulfilled as Wave-Makers earn their BA degrees and consider career or graduate school options. The joy found on the faces of the students in these pictures is one of the immeasurable things we bring to our students and their families. The thought of the "impossible" now seeming not only possible and plausible, but achievable… with support.

The process for amending and updating charter legislation confirms what we already knew to be true – equitable, rigorous, and accessible public education for all – is conditional. The key condition being the perceived impact on the current, traditional public school system. The stakeholders with the least amount of political influence (our families) are the most vulnerable to the proposed changes. These changes make it harder, but not impossible, for public charter schools to succeed.

In this current climate, that mirrors a "Hunger Games" approach to education, it is important that we value, recognize, and appreciate a part of the current work of MWA (beyond college-readiness), is to protect and nurture the hopes and dreams our students have for themselves, educate them rigorously and holistically, and create moments of joy and safety, and care.

Focus Areas for 2019-20

1. A recommitment to "teaching and learning" – 1) a focus on math instruction, 2) successful launch of our "NEW" SPED program, and 3) black student achievement.
2. A commitment to stakeholder engagement and observation of practices throughout the year.
3. Preparation for the WASC accreditation visit.

Objectives for the Quarter 1 (JUL – SEP)

- Create and launch a systemic approach to stakeholder engagement for executive leadership and school leaders.
- Create a small working group across the organization to look at math achievement at MWA.
- Consult with MWA leadership to create faculty awards for excellence in the areas of innovation, instructional practice efficacy, and growth mindset along with a service award for a staff member.
- Establish a systematic approach to prioritizing cost areas and expenses in the MWA budget.

Functional Area Spotlight – Executive Office – Chief of Staff, Liz Martinez

My office is focused on the following key areas for quarter one, this work expands the reach of the Executive Office exponentially.

Central Office Functional Areas of Support

-- Business Services -- Executive Office – Learning & Innovation – Operations --
-- Community Engagement & Growth --Talent – Human Resources – Talent --

Governance Practices: Over the summer, I collaborated with the Board President and the CEO to mine the learnings from AY 2018-19 and implement adjustments for AY 2019-20. The objective of these efforts is to preserve the essence of our governing board while ensuring that we are meeting all compliance and transparency requirements. To move beyond compliance to excellence:

- I reviewed our practices against the Brown Act and our By-Laws and as a result re-worked the planning and execution process leading up to Board Meetings.
- I updating all Board policies to align with our approved By-Laws.

Office Culture and Climate: The Central Office (MWAS) moved to campus on July 27th and in the midst of our move, we welcomed our inaugural Office Manager, Ashley Yarbrough. We are collaborating to create a foundation for a high-functioning, organized, and efficient front office. In addition to managing the office, Ashley is supporting the Executive Office with a variety of projects that make room for me to focus on high-impact, strategic work such as culture and climate. I have more time to create intentional spaces for joy with our staff.



(Alton & Lisa playing extreme rock, paper, scissors)

Following the Staff Satisfaction Survey and the CEO's listening campaign, I learned that within our larger community we have wide spectrum of climates and micro cultures beyond upper and middle school divisions. This year, I am leaning in to identify those climates and cultures and address challenges, patterns, and behaviors systematically. Leaning in will look like:

- Facilitating meetings to address larger themes or patterns that are creating tension
- Engaging in one-to-one conversations to explore organizational and interpersonal challenges
- Facilitating workshops, meetings, and/or circles to promote skill development in the areas of conflict resolution, cross-cultural communication, and collaborative problem solving

I look forward to reporting on our wins and challenges later in the year.

Coversheet

Q&A on Written Finance Report

Section: II. Standing Reports
Item: F. Q&A on Written Finance Report
Purpose: Discuss
Submitted by: Hung Mai
Related Material: Finance Report.pdf

BACKGROUND:
Board members will have an opportunity to ask questions and discuss the contents of the finance report

Making Waves Academy

July 2019 Financial Report

Dear Board of Directors,

On July 31, 2019, Making Waves Academy closed its books with $2.1M in cash. Operations for MWA and MWAS have been under budget for YTD. MWA is spending about $1.1M in July and MWAS is spending about $369K in July.

Year-to-Date

- MWA finished $25K, or 2% under budget, and MWAS finished $8K, or 2% under budget as well.
- Government Revenue only – Since the students are on summer break, no government revenues coming in July.

MWA

1. Overall actuals are in line with the monthly budget
2. Teacher and staff are on break, and spending is not far off compared to the previous year in July

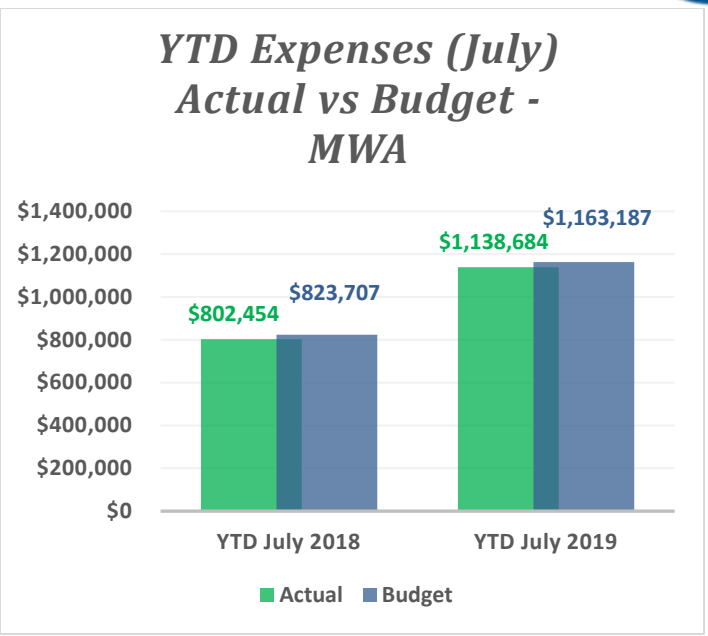
MWAS

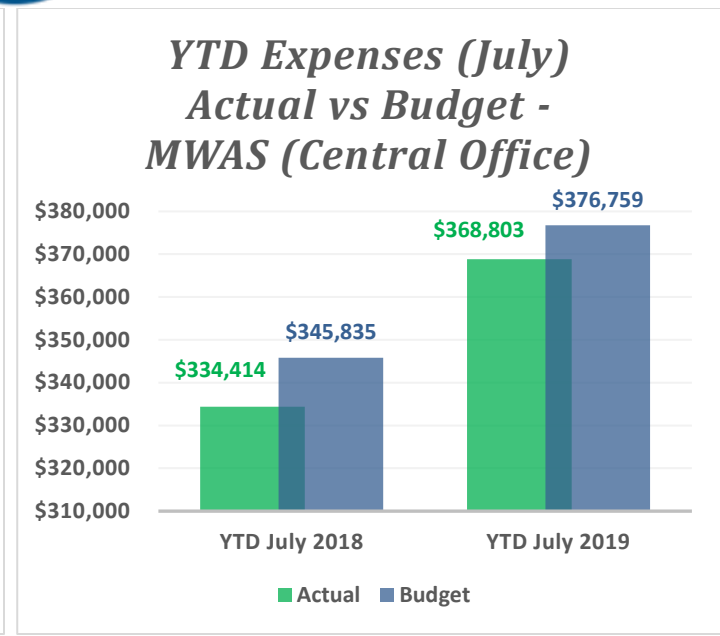
1. Resumed CFO search
2. MWAS Central Office is now back at the school

Student enrollment has increased by about 78 students from the last fiscal year, and MWA has left the West Contra Costa School District's SELPA and joined El Dorado Charter SELPA. Our Special Education Funding will not receive until February of 2020 due to MWA being a new member. We will get the additional student funding from the State between February and June. We will need the extra cash from the SRE's grant to cover our monthly spending from July to January before the additional State funding starts arriving in February. We will accrue all the revenues by June 30, 2020.

State and Local Payment Schedule:

Month	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
State Aid and LCFF	5%	5%	9%	9%	9%	9%	9%	20% of balance due	20% of balance due	20% of balance due	20% of balance due	20% of balance due
Property Tax	10%	6%	12%	8%	8%	8%	8%	8%	8%	8%	8%	8%


YTD Expenses (July) Actual vs Budget - MWA
$1,400,000
$1,200,000
$1,000,000
$800,000
$600,000
$400,000
$200,000
$0
$802,454
$823,707
$1,138,684
$1,163,187
YTD July 2018
YTD July 2019
Actual
Budget


YTD Expenses (July) Actual vs Budget - MWAS (Central Office)
$380,000
$370,000
$360,000
$350,000
$340,000
$330,000
$320,000
$310,000
$334,414
$345,835
$368,803
$376,759
YTD July 2018
YTD July 2019
Actual
Budget

Coversheet

WASC Update

Section: III. Non-Action Items
Item: A. WASC Update
Purpose: Discuss
Submitted by: Vanessa Caigoy
Related Material: Board Update_WASC Update_09.04.19_VC.pptx
Executive Summary_WASC Update _09.05.19_VC.docx

BACKGROUND:
Accreditation is a voluntary dual-purpose process that schools (1) must be worthy of the trust placed in them to provide high-quality learning and (2) clearly demonstrate continual self-improvement. MWA is an accredited school focused on its mission and goals for its students that collaboratively assesses the quality of its educational programs on a regular basis; and its plans for the future.

RECOMMENDATION:
None



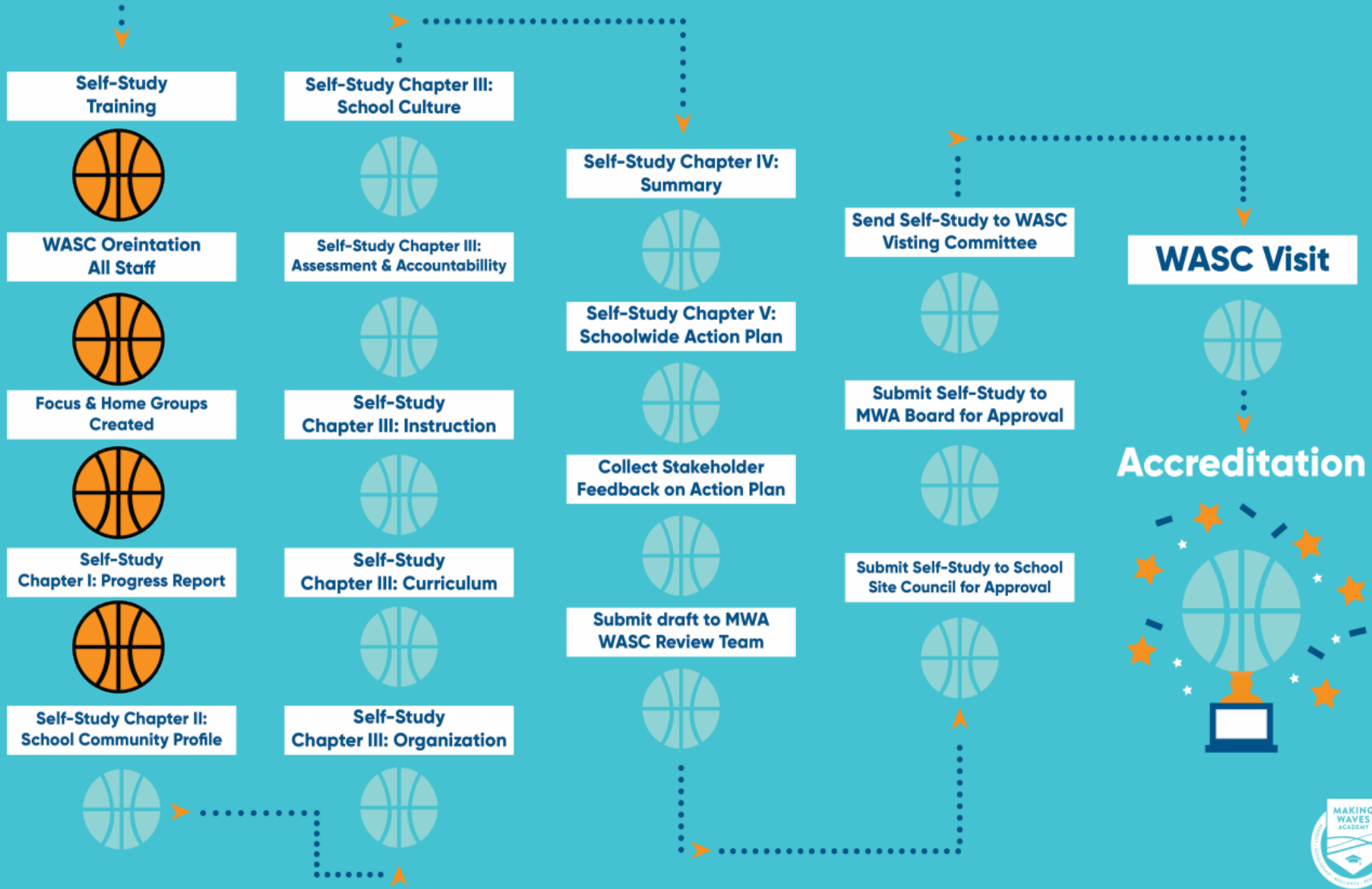
Making Waves Academy

WASC Update

Objectives

1. WASC Updates
2. Key Leaders in the Process
3. Timeline of Major Milestones

WASC SELF-STUDY REPORT PROGRESS



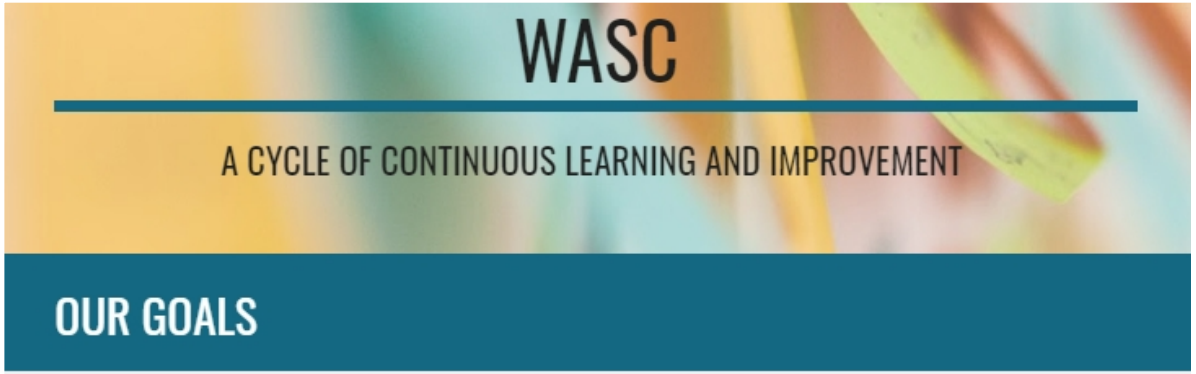
WASC Update

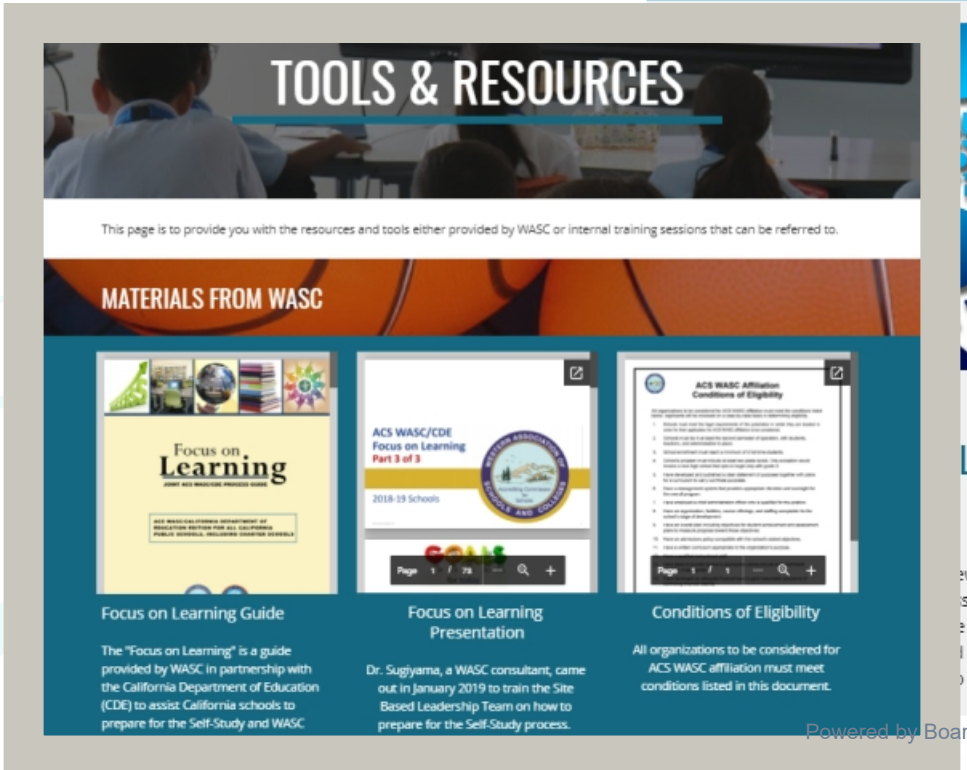
- ✓ Chapter I was completed in July and has entered into the first phase of the review process.
- ✓ **"WASC Wednesdays"** began September 4th
  - ✓ Focus & Home Groups began to meet and engage in meaningful discussion and evaluation around the Self-Study prompts.
- ✓ Student members received necessary training to be active stakeholders in the WASC process.
- ✓ New WASC Website! ☺

WASC Update

WASC Website

One place for the whole MWA Community.







GOAL 2: SUPPORT FOR ALL LEARNERS

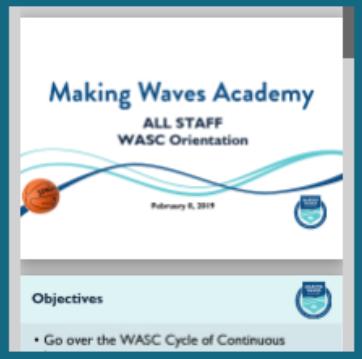
Develop vertically aligned programs between the Middle School and Upper School that differentiate along a continuum of learners and talents and also allow for learning in areas beyond the academic program, both in the classroom and the school as a whole.

3. COLLEGE AND CAREER READINESS

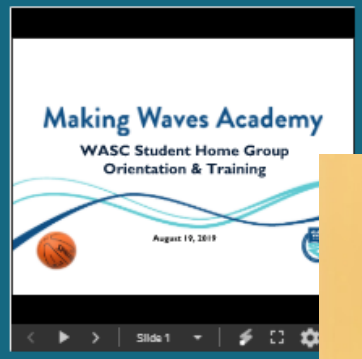
Develop comprehensive college and career readiness pathways that build our students' capacity for success beyond high school.

WASC Update

WASC TRAINING & PRESENTATIONS



WASC ORIENTATION



HOME & FOCUS GROU
STAFF TRAINING



FOCUS & HOME GROUPS



FOCUS GROUPS

Focus Groups answer the "**So What**" questions of the prompts based on the data/ information received from the Home Groups.

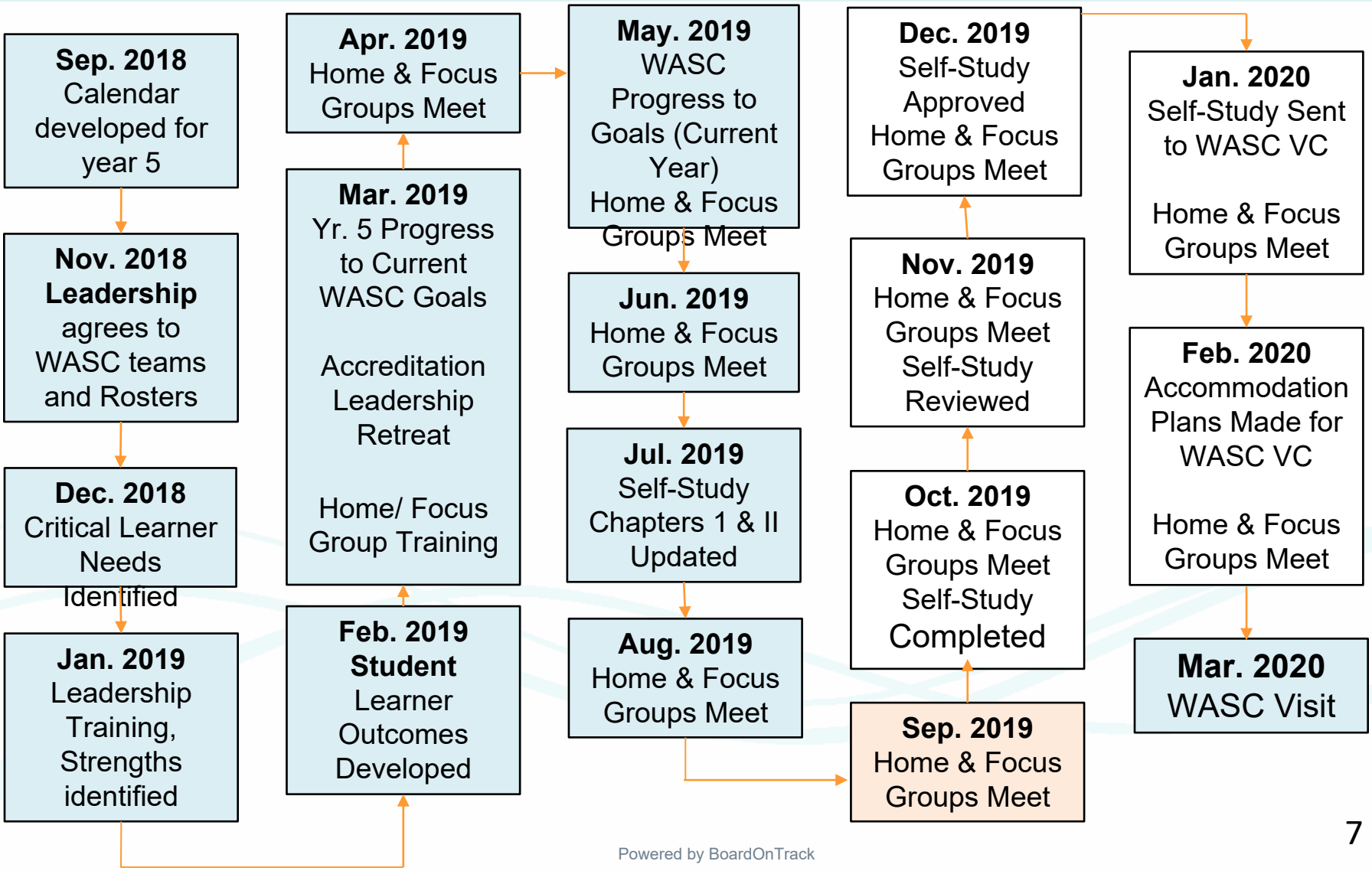


HOME GROUPS

Home Groups brainstorm, the types of evidence that address the indicator and prompt within Chapter III criterion with respect to major student learner needs and selected schoolwide learner outcomes.

Powered by BoardOnTrack

Timeline


Sep. 2018
Calendar developed for year 5
Nov. 2018
Leadership agrees to WASC teams and Rosters
Dec. 2018
Critical Learner Needs Identified
Jan. 2019
Leadership Training, Strengths identified
Feb. 2019
Student Learner Outcomes Developed
Mar. 2019
Yr. 5 Progress to Current WASC Goals
Accreditation Leadership Retreat
Home/ Focus Group Training
Apr. 2019
Home & Focus Groups Meet
May. 2019
WASC Progress to Goals (Current Year)
Home & Focus Groups Meet
Jun. 2019
Home & Focus Groups Meet
Jul. 2019
Self-Study Chapters 1 & II Updated
Aug. 2019
Home & Focus Groups Meet
Sep. 2019
Home & Focus Groups Meet
Oct. 2019
Home & Focus Groups Meet
Self-Study Completed
Nov. 2019
Home & Focus Groups Meet
Self-Study Reviewed
Dec. 2019
Self-Study Approved
Home & Focus Groups Meet
Jan. 2020
Self-Study Sent to WASC VC
Home & Focus Groups Meet
Feb. 2020
Accommodation Plans Made for WASC VC
Home & Focus Groups Meet
Mar. 2020
WASC Visit

Key Leaders

Title	Person
MS Division Director	Evangelia Ward-Jackson
MS Associate Division Director	Raynell Cruz-Gamez
MS DCI	Caitlin Shelburne
US DC	Priscilla Mendez
US Director of College & Career Counseling	Jon Siapno
CEO	Alton Nelson
COS	Elizabeth Martinez
COO	Libby Cole
Director of Compliance (WASC Chair)	Vanessa Caigoy

Timeline and Key Milestones Coming Up

Date	Action
September 4th	"WASC Wednesdays" - Home Groups reconvene
Week of September 2nd	Chapter I – Progress Report is sent to WASC Executive Team for review
September 30th	Chapter II – Community Profile Draft complete and sent to board for review
October	Focus groups begin writing Chapter III
October 23rd	Site Based Leadership Team completes Pt. 2 of WASC training on "Preparing for the visit"
November 1st	Chapter III and V go to WASC Executive Team for review
November 24th	Review of Chapter III & V complete – editing begins
December 12th	Self-Study final draft presented to Board for approval
January 7th*	Accreditation Leadership Team prepare for the visit
January 24th	Self-Study report sent to members of WASC Visiting Committee
February	MWA Community prepare for the visit

Powered by BoardOnTrack

To	Making Waves Academy Board of Directors
From	Vanessa Caigoy, Director of Compliance
Date	September 5, 2019
Subject	WASC Update

Executive Summary:

Accreditation is a voluntary dual-purpose process that schools (1) must be worthy of the trust placed in them to provide high-quality learning and (2) clearly demonstrate continual self-improvement. MWA is an accredited school focused on its mission and goals for its students that collaboratively assesses the quality of its educational programs on a regular basis; and its plans for the future.

In the beginning of the 2018-19 school year, MWA begun the Self-Study preparation for the upcoming WASC visit in March 2020. The fall was all about ensuring that leadership had the knowledge that needed to begin a robust self-study process in the spring. In the winter, training for leadership continued, in addition to schoolwide training on the WASC and Self-Study process including training for the WASC Focus and Home Group chairs. During the spring, Focus and Home groups were underway, gaining familiarity around the prompts for each of the Focus areas: Organization, Curriculum, Instruction, Assessment & Accountability and School Culture. During the summer months, the Focus Group chairs went through their focus areas of the self-study and began to outline key points for discussion in the fall with the rest of their teams. As we enter into the fall, the Home and Focus groups will be engaged in meaningful discussions around strengths, and opportunities for growth. A draft of the entire self-study will be complete by November 2019, for review and presented to the MWA Board at its December meeting. MWA leadership will continue to prepare for the upcoming visit and Home and Focus groups will still meet until the visit in March.

MAKING WAVES ACADEMY
4123 Lakeside Drive
Richmond, CA 94806
510.262.1511
makingwavesacademy.org

WASC Work as of August 2019

Fall 2018

- School Site Council received WASC training
- The WASC Site Based Leadership Team accomplished a lot of work towards the identification of Strengths, Major Student Learner Needs, Student Learner Outcomes and the expectations around the WASC Self-Study.

Strengths

The following are a list of strengths that MWA leadership teams have identified through rich discussion, thought and observation of data including the CA School Dashboard and CAASPP data.

1. Safe Environment
2. Focused on college readiness and graduation as an anchor for vertical alignment
3. Data informed systems and practices
4. Responsive to changing needs

Major Student Learner Needs

Based on the 2018 California School Dashboard, the following areas were identified by MWA's WASC Leadership teams as being areas of challenge based on their color indicator.

1. Mathematics
2. Chronic Absenteeism
3. Suspension Rates
4. Graduation Rates*

*MWA leadership recognizes that MWA is a leader within the State in this area, however it is a goal that the graduation rate increase.

Student Learner Outcomes

Student Learner Outcomes (SLOs) are the goals we would like for each student to be able to do upon graduating from Making Waves Academy. The SLOs are also known as the "Three C's." Such SLOs are still undergoing stakeholder feedback throughout the Self-Study process Fall and Winter 2019.

1. **College-Ready Rigor**
   Wake-Makers think, read, write, speak, and listen like scholars (for example: historians, literary critics, mathematicians, scientists, linguists, artists, and athletes) by:
   - Practicing the practical application of real-world skills while engaging in all current content standards

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2. **Critical Consciousness**
   Wave-Makers are agents of change who demonstrate the ability to engage with multiple perspectives through learning, questioning, reflecting and participating in meaning-making by:
   - Asking questions to make meaning
   - Giving and receiving feedback
   - Explaining rationale
   - Learning through reflection and problem solving

3. **Collaboration**
   Wake-Makers work together to create joint products, cooperatively solve problems, and build an understanding of a topic while practicing key skills to develop proficiency and learn from peers by:
   - Engaging with skills, habits, and content through multiple opportunities for discussion
   - Learning from error
   - Reflecting on data

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Winter 2019

- Site Based Leadership Team participated in Self-Study training with Dr. Sugiyama a WASC consultant.
- Home and Focus Groups were formed
- Chapter II – Community Profile drafted through the 2017-18 School year.
- Schoolwide WASC Training provided

Spring 2019

- Accreditation Leadership team held their retreat
    - During the retreat, the team dove into the Self-Study prompts and participated in a rich discussion around the LEA Self-Assessment tool they all participated in prior to the meeting.
- Home and Focus Groups received training
- Home and Focus Groups began to meet
    - The Spring meetings were focused around really understanding the prompts and what was being asked.
- WASC Executive Review Team reviewed the progress made towards the WASC goals

Summer 2019

- Focus Group chairs worked on summer work to assist with the Rich discussions to happen amongst the Focus Groups in the fall.
- New MWA staff received a went through a WASC Orientation to allow for them to be prepared and ready to engage in within their assigned Home and Focus Groups.
- WASC Focus Group Chairs prepared an WASC Kick-Off for all MWA staff and faculty to gear up for the “Year of the Visit.”
- Students from the Student Home group received training and participated in fun ice-breaker activities to build levels of comfort and trust as our staff merge with the students in the Fall to discuss the Self-Study.
- Compliance and the Learning Team begun the work around aligning the WASC goals with the LCAP, SPSA and “Portrait of a Wave Maker” concepts.

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Fall 2020

- During the fall, Focus and Home groups will be busy engaging in conversation around the WASC Self-Study and writing the Self-Study.
- The Site based Leadership Team will complete their training with Dr. Sugiyama, from WASC, and go over how to prepare for the WASC visit.
- Self-Study Final draft will be presented to the Board in December.

Winter 2020

- Accreditation leadership team will begin to prepare the MWA community for the WASC visit.

Spring 2020

- WASC visit takes place March 8th – 11th
- Executive Review Team and goal leaders will go over the Progress to goals for year six.

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Coversheet

Instructional Materials Hearing Announcement

Section: III. Non-Action Items
Item: B. Instructional Materials Hearing Announcement
Purpose: FYI
Submitted by: Vanessa Caigoy
Related Material:
Executive Summary_Instructional Materials_08.26.19_VC.pdf
Notice of Public Hearing_Sufficency of Textbooks and Instructional Materials_signed.pdf

BACKGROUND:
It is recommended the Board of Making Waves Academy declares a public hearing for the purpose of hearing comments from stakeholders regarding whether pupils in the school will have during the 2017-18 school year sufficient textbooks and/or instructional materials consistent with the content and cycles of the curriculum frameworks adopted by the California Department of Education {Education Code Sections 60119}. The act of Public Notice is the first step in a three-part process.

RECOMMENDATION:
It is recommended that the notice is read in its entirety to the public during the board meeting.

To	Making Waves Academy Board of Directors
From	Vanessa Caigoy, Director of Compliance
Date	September 5, 2019
Subject	Public Notice for Sufficiency of Textbooks and Instructional Materials

Executive Summary:

In 2004, Governor Schwarzenegger reached settlement on a lawsuit that alleged that the state failed to provide public school students with equal access to sufficient textbooks, decent school facilities, and qualified teachers. Legislation, which codified the settlement, created new standards for textbook sufficiency, good repair of facilities and teacher assignment for all California schools.

It is recommended the Board of Making Waves Academy declares a public hearing for the purpose of hearing comments from stakeholders regarding whether pupils in the school will have during the 2017-18 school year sufficient textbooks and/or instructional materials consistent with the content and cycles of the curriculum frameworks adopted by the California Department of Education {Education Code Sections 60119}.

The act of Public Notice is the first step in a three-part process. Please see timeline of the process to ensuring that MWA has provided basic conditions of learning.

- **September 2, 2019** – Public Notice that a hearing will take place at the October School Site Council Meeting allowing for MWA stakeholders to make public comment on the sufficiency of textbooks and instructional materials.
- **October 3, 2019** – Public Hearing takes Place at the School Site Council Meeting
- **October 17, 2019** – The board will vote on a resolution.

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Making Waves Academy

4123 Lakeside Drive, Richmond, CA 94806

NOTICE OF PUBLIC HEARING
SUFFICIENCY OF TEXTBOOKS AND INSTRUCTIONAL MATERIALS

Regular School Site Council Meeting on Thursday, October 3, 2019
Middle School Building 1 – Room 151 @ 6:30PM

It is recommended the Board of Making Waves Academy declares a public hearing for the purpose of hearing comments from the parents, teachers, and members of the community regarding whether pupils in the school will have during the 2019-20 school year sufficient textbooks and/or instructional materials consistent with the content and cycles of the curriculum frameworks adopted by the California Department of Education {Education Code Sections 60119}.

After hearing comments from the public, the Board President will give notice that a vote on this item is scheduled for the October 17, 2019, regular Board meeting.

Alton B. Nelson, Jr.
Chief Executive Officer

Posted: September 2, 2019

Coversheet

MWA Board accepted resignation of Chad Eatinger from MWA Board

Section:	IV. Action Items
Item:	A. MWA Board accepted resignation of Chad Eatinger from MWA Board
Purpose:	FYI
Submitted by:	Alicia Klein
Related Material:	CE - Resignation.pdf

July 30, 2019

Alicia-

Please accept my resignation from the board. I will be moving back East to attend NYU Stern School of Business. It's bittersweet to be sure—I've been going back and forth with my family about whether this is right move and ultimately felt that it was. Thank you for the opportunity to serve Making Waves Academy and keep up the great work.

-Chad Eatinger

Coversheet

Board Minutes: June 13, 2019 Board Meeting

Section: IV. Action Items
Item: C. Board Minutes: June 13, 2019 Board Meeting
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for Board Meeting on June 13, 2019

APPROVED

Making Waves Academy

Minutes

Board Meeting

Date and Time
Thursday June 13, 2019 at 10:30 AM

Location
3045 Research Drive Richmond, CA.

Meeting space is located across the street from the Academy, next to the CAP offices. Spanish translation will be provided. If you are in need of disability-related accommodations, please contact Elizabeth Martinez at emartinez@mwacademy.org or 510-275-7331.

Directors Present
Alicia Malet Klein, Burak Gursel, Daryle Morgan, Esther Hugo, Jessica Laughlin, Margaret Watson, Maricela Navarro

Directors Absent
Chad Eatinger

Directors who arrived after the meeting opened
Burak Gursel, Daryle Morgan

Guests Present
Alton B. Nelson Jr., Elizabeth Martinez, Evangelia Ward-Jackson, Kimberley Carr, Libby Cole

I. Opening Items

A. Call the Meeting to Order

Alicia Malet Klein called a meeting of the board of directors of Making Waves Academy to order on Thursday Jun 13, 2019 at 10:40 AM.

B. Record Attendance and Guests

C. Closed Session

Board adjourned to closed session, no action was taken.

D. Public Comments

Speaker 1: Speaking on behalf of waves 12-23, parents volunteers, members of ELAC, SSC. Speaker shared critical feedback regarding lack of information and transparency. They are here to ask the board to take action.

Speaker 2: Expressed concern regarding teacher retention in the Upper School. The parents requested to learn more about new teachers and their credentialing status.

Speaker 3: SSC member shared that she needs more information to be effective in her role with SSC. She would like to be able to answer questions and be an advocate when issues arise from the parents.

Speaker 4: Shared that there is a difference in culture of Middle School and Upper School. Commented on the time board meetings are held, asked for board to reconsider hosting board meetings in the evenings.

Speaker 5: Shared comments about teacher vacancies and expressed their desire for all classes to have live instruction.

Speaker 6: Student speaker shared her thoughts on teacher retention, she shared that is has been a challenge for her in the Upper School. She asked the board to learn more about the teacher turnover.

Speaker 7: Parent of SPED student in 6th grade, shared her experience with the enrollment process and IEP meetings.

Speaker 8: Member of the public. Shared that many people think charter school are private even though they are public schools. Suggested that board meetings are moved to the evenings and that they be recorded.
Daryle Morgan arrived.

II. Standing Reports

A.

Adjusting for Successful Growth

Item was moved on the agenda to allow for student presenters to speak first and return to class.

- MWA Pittsburg: Due to political landscape for charter schools and rapidly increasing construction costs MWA Pittsburg is paused.
- Nomination of candidate Layla Naranjo, voting on appointment will occur at the September board meeting.
- Committees & Advisory Committees for 2019-20
    - Committees
        - WASC Review
        - Curriculum Review
        - Discipline
    - Advisory Committee
        - Finance
        - Diversity and Inclusion
        - Audit
        - Climate & Culture
- Parent Concerns: Board president met with parents and heard the concerns shared during public comment.

B. Mission Connection/Deep Dive: Student Panel on College Experience & MWA CAP Highlights

Board Members asked questions to learn about the Academy's preparation of students who are now enrolled in college.

Students shared that they were prepared to manage the workload, pass college-level courses, and they feel very supported by CAP currently.

C. Q&A on Division Director Reports

Middle School

- Board engaged the MS Division Director with questions.
- Board asked for a follow up on outcomes of state testing.
- Board acknowledged the cohesive approach to culture, data, and socio-emotional approach.

Upper School

- Board engaged the US Division Director with questions.
- Board requested that the school keeps distinguishing between college ready and college competitive.

Making Waves Academy - Board Meeting - Minutes - Thursday, September 5, 2019 at 11:00 AM

- Board acknowledged the graduation rate of 98.7% with one student finishing over the summer.
- CEO asks that the school continues to highlight career readiness and not just 4 year college pathway

D. CEO Presentation and Q & A Written Report

- CEO shared key milestones, successes, challenges, takeaways, and forecasts met in 2018-19.
- CEO shared the headlines for the year; first college graduates from MWA are graduating this spring and MWA Pittsburg is on pause.
- CEO shared results from the CA Dashboard related to student achievement that demonstrated the positive impact MWA is having on our students.
- CEO shared parent concerns and MWA responses to those concerns.
    - Online learning; it is offered during emergency situations when fully credentialed teachers are not available. Additionally, they are offered as well for acceleration and differentiation.
    - Growth; the aim is to meet the demand for opportunities for students to attend MWA.
    - Teacher retention; when and how we inform students and community has to be intentional to avoid negatively impacting students. Due to HR and privacy laws we cannot disclose teacher departures and exit interview information to ensure equity.
- Board asked for a follow up on the success of the 1:1 Chromebook roll-out.
- Board shared appreciations for the staff and faculty at MWA.
- Board President asked for other board members to attend SSC meetings throughout the year.

E. Q&A on Written Finance Report

Board acknowledged the format of the finance report.

F. School Site Council Report

Board Secretary and Parent Representative shared highlights from last SSC meeting.

- CA Dashboard data was shared and discussed
- The LCAP Annual Update was reviewed

M. Navarro shared highlights from last SSC meeting.

- CA Dashboard data was shared and discussed
- Reviewed the LCAP Annual Update

Burak Gursel arrived.

G.

Committee & Advisory Committee Reports

The Diversity and Inclusion Committee are looking at proposals for a service provider and will come back in the fall with recommendations.

III. Non-Action Items

A. WASC Committee Presentation

E. Hugo presented overview summary of the WASC Committee.

- WASC Accreditation Visit is happening in March 2020
- WASC is embedded in our daily work
- Shared successes and challenges of the three goals.

B. Curriculum Review Committee Presentation

E. Hugo presented overview summary of the Curriculum Review Committee. Key points included:

- Curriculum is the most important factor in college admission
- Upper School:
  - Has a focus on intervention in the 2019-20 school year
  - CTE Pathway completion occurred this year
  - Summits being offered in professional development in the upcoming year
- Middle School:
  - Addition of Latino Literature
  - Focus on project-based learning
  - 8th grade math is a challenge
- The goal of curriculum is to help student connect the dots

E. Hugo shared highlights from the College Success Institute hosted by CAP.
Board acknowledged E. Hugo's summary of the committee meetings in a way that is effective and accurate.

C. Recognition of Service

Board formally recognized former staff member, E. Boli for her dedication and commitment.

IV. Action Items

A. Approve Minutes: May 2, 2019 Board Meeting

Daryle Morgan made a motion to approve minutes from the Board Meeting on 05-02-19 Board Meeting on 05-02-19.
Maricela Navarro seconded the motion.
The board **VOTED** unanimously to approve the motion.

B. Approve Minutes for Curriculum Review Committee

Esther Hugo made a motion to approve minutes from the Curriculum Committee Meeting on 03-28-19 Curriculum Committee Meeting on 03-28-19.
Daryle Morgan seconded the motion.
The board **VOTED** unanimously to approve the motion.

C. Approve Minutes: WASC Committee Meeting - May 22, 2018

Burak Gursel made a motion to approve minutes from the WASC Executive Review Committee Annual Meeting on 05-07-19 WASC Executive Review Committee Annual Meeting on 05-07-19.
Esther Hugo seconded the motion.
The board **VOTED** unanimously to approve the motion.

D. School Plan for Student Achievement (2018-19) Annual Evaluation

A. Klein asked how are the challenges being addressed and how are they incorporating into planning for the upcoming year.
A. Klein asked for the document to be updated with whether the goal was met or not and the outcomes section has to be updated to reflect "desired outcomes".
Maricela Navarro made a motion to conditionally approve the SPSA with revisions reflected in the minutes.
Daryle Morgan seconded the motion.
The board **VOTED** unanimously to approve the motion.

E. 2018-19 Local Control Accountability Plan (LCAP) Annual Update and 2019-20 LCAP

Esther Hugo made a motion to conditionally approve the LCAP.
Burak Gursel seconded the motion.
The board **VOTED** unanimously to approve the motion.

F. LCAP Federal Addendum

Jessica Laughlin made a motion to approve.
Margaret Watson seconded the motion.
The board **VOTED** unanimously to approve the motion.

G. Budget FY2019-2020 to FY2021-22

Maricela Navarro made a motion to approve.
Burak Gursel seconded the motion.
The board **VOTED** unanimously to approve the motion.

H. Form 990-T Exempt Organization Business Income Tax Return

Esther Hugo made a motion to approve.
Jessica Laughlin seconded the motion.
The board **VOTED** unanimously to approve the motion.

I. Consolidated Application and Report System (CARS) for Funding

Daryle Morgan made a motion to approve.
Burak Gursel seconded the motion.
The board **VOTED** unanimously to approve the motion.

J. Instructional Minutes (2019-2020)

Margaret Watson made a motion to approve.
Daryle Morgan seconded the motion.
The board **VOTED** unanimously to approve the motion.

K. 2019-2020 Academic Calendar

Esther Hugo made a motion to approve.
Maricela Navarro seconded the motion.
The board **VOTED** unanimously to approve the motion.

L. MWA Lease Amendment

Amendment to the current lease to better reflect the changes in the bylaws and governing structure. It now includes provisions that delineate the difference between the Foundation and MWA.
Daryle Morgan made a motion to approve.
Jessica Laughlin seconded the motion.
The board **VOTED** unanimously to approve the motion.

Roll Call

Alicia Malet Klein	Abstain
Daryle Morgan	Aye
Chad Eatinger	Absent
Margaret Watson	Aye
Maricela Navarro	Aye
Burak Gursel	Aye
Jessica Laughlin	Aye
Esther Hugo	Aye

M. Revised MWA Bylaws

This is to reflect the changes that are now effective based on the changes to the governing structure which is no longer a sole statutory membership.
Esther Hugo made a motion to approve.
Daryle Morgan seconded the motion.
The board **VOTED** unanimously to approve the motion.

N. CEO 2019-20 Contract

Board conducted and reviewed a compensation study for the CEO contract. For FY 2019-20 the compensation of the CEO $288,000, $12,000 cost of living stipend, and benefits package.

Burak Gursel made a motion to approve.
Esther Hugo seconded the motion.
The board **VOTED** unanimously to approve the motion.

O. MWA Pittsburg Memorandum of Understanding (MOU)

Jessica Laughlin made a motion to approve.
Burak Gursel seconded the motion.
The board **VOTED** unanimously to approve the motion.

P. DialLink Contract

Esther Hugo made a motion to approve.
Maricela Navarro seconded the motion.
The board **VOTED** unanimously to approve the motion.

Q. CDW Building 3 & 4 - Battery Back-Up Equipment

Margaret Watson made a motion to approve.
Daryle Morgan seconded the motion.
The board **VOTED** unanimously to approve the motion.

R. STS Document Cameras for Middle & Upper School Classrooms

Esther Hugo made a motion to approve.
Jessica Laughlin seconded the motion.
The board **VOTED** unanimously to approve the motion.

S. STS Chromebooks for Incoming 5th Graders

Daryle Morgan made a motion to approve.
Jessica Laughlin seconded the motion.
The board **VOTED** unanimously to approve the motion.

T. Joffe Emergency Services Contract

Esther Hugo made a motion to approve.
Maricela Navarro seconded the motion.
The board **VOTED** unanimously to approve the motion.

U. Special Education Program Improvement Plan - Indicator IV

Daryle Morgan made a motion to approve.
Jessica Laughlin seconded the motion.
The board **VOTED** unanimously to approve the motion.

V. Master Contract 2019-20 for SPED Services

Burak Gursel made a motion to approve.
Daryle Morgan seconded the motion.
The board **VOTED** unanimously to approve the motion.

W. SPED Memorandum of Understandings for Services

Esther Hugo made a motion to approve.
Jessica Laughlin seconded the motion.
The board **VOTED** unanimously to approve the motion.
E. Hugo requested a mid-year report on work with new SELPA provider.

X. SPED-Related Policies

Maricela Navarro made a motion to approve.
Daryle Morgan seconded the motion.
The board **VOTED** unanimously to approve the motion.

V. Consent Action Items

A. Vote

Maricela Navarro made a motion to approve.
Burak Gursel seconded the motion.
The board **VOTED** unanimously to approve the motion.

B. RT Fisher Renewal Agreement

C. 15Five Contract Renewal

D. Pacheco Janitorial Services Renewal

E. Lunchmaster Renewal

Net Fiscal Impact post-reimbursement will be $50,000-$55,000. $535,000 is the gross cost before reimbursement. We get about 90% reimbursement from the gross cost. Estimate reimbursement: $535,000 x 90% = $481,500.

F. Michael's Transportation Renewal

G. Securely Renewal

H.

PowerSchool Renewal

I. Ray Morgan Renewal

J. BoardOnTrack Renewal

K. CharterSafe Insurance Renewal

L. Insurance Renewal

M. Fruge Psychological Associates Renewal

N. LBMS (eRate) Renewal

O. Gaggle Contract Renewal

P. Altura Contract Renewal

Q. STMath Renewal

R. APEX Contract Renewal

S. Athletic Trainer Contract Renewal

VI. Discussion Items

A. Debrief: Middle School & Upper School Graduations

Upper School:

- graduation was inspirational
- most board members were present at the graduation

Middle School:

- student speakers were great

B. Appreciations by the Board of Directors

- Board President shared feedback received from Radio Free Richmond regarding accommodations for filming in the upcoming year.
- Board shared appreciation for the Upper School Director who will be departing in the upcoming year to relocate and support her growing family.
- CEO acknowledged Ms. Carr for her service and willingness to support us through the transition.

VII. Closing Items

A. Schedule of Board of Directors Meetings 2019-2020

Time: 10:30 am-2:00 pm

- September 5th, 2019
- October 17th, 2019
- December 12th, 2019
- February 6th, 2020
- March 19th, 2020
- May 7th, 2020
- June 18th, 2020

B. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 2:46 PM.

Respectfully Submitted,
Elizabeth Martinez

Coversheet

Diversity & Inclusion Advisory Committee Meeting Minutes

Section: IV. Action Items
Item: D. Diversity & Inclusion Advisory Committee Meeting Minutes
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for Diversity & Inclusion Committee Meeing on August 15, 2019

APPROVED

Making Waves Academy

Minutes

Diversity & Inclusion Committee Meeing

Date and Time
Thursday August 15, 2019 at 1:00 PM

Location
4123 Lakeside Dr, Richmond, CA 94806 (Central Office)

If you are in need of disability-related accommodations, please contact:
Si necesita adaptaciones relacionadas con la discapacidad, comuníquese con:
Elizabeth Martinez at emartinez@mwacademy.org or 510-275-7331.
All members of the public must pick up a visitor sticker from the main office to enter campus during school hours. In accordance with the Brown Act, you are not required to provide your name to attend and signing in is voluntary but a visitor sticker is required to keep the campus safe.

Members of the public attending the board meetings are to remain within the designated meeting location and are not allowed to walk around campus for safety reasons. Upon adjournment, visitors must exit campus.

Todos los miembros del público deben recoger una etiqueta de visitante en la oficina principal para entrar a la escuela durante el horario escolar. De acuerdo con la Ley Brown, no es necesario que proporcione su nombre para asistir y el registro es voluntario, pero se requiere una etiqueta de visitante para mantener el campus seguro.

Los miembros del público que asisten a las reuniones de la junta deben permanecer dentro del lugar de reunión designado y no se les permite caminar por el campus por razones de seguridad. Tras la suspensión de la junta, los visitantes deben salir del campus.

Committee Members Present
Alton B. Nelson Jr., Jessica Laughlin

Committee Members Absent
None

Guests Present
Elizabeth Martinez

I. Opening Items

A. Record Attendance and Guests

B. Call the Meeting to Order

Alton B. Nelson Jr. called a meeting of the Culture and Climate Advisory Committee Committee of Making Waves Academy to order on Thursday Aug 15, 2019 at 1:00 PM.

II. Committee Items

A. Check In

Advisory Committee members participate in a check in activity.

B. Review Notes and Action Items from the Last Meeting

Advisory Committee reviewed work-to-date and followed up on previous action items including proposal search.

C. Introduce Email Signature Proposal

Advisory Committee discussed proposal to incorporate pronouns into standard email signatures for MWA. The Advisory Committee will continue to explore this with the service provider selected to support Diversity and Inclusion work.

D. Review Diversity & Inclusion Proposal Evaluations

Advisory Committee reviewed three proposals and evaluated them using a proposal evaluation tool.

E. Discuss and Agree on Next Steps: Proposals

Advisory Committee suggested that a follow up interview with the service provider take place, conducted by the CEO and other MWA staff to make a final recommendation to the board at the September meeting.

III. Closing Items

A. Prepare for Upcoming Board Meeting

Advisory Committee agreed to make their final recommendation for a service provider at the next board meeting.

B. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 2:00 PM.

Respectfully Submitted,
Elizabeth Martinez

Coversheet

Finance Advisory Committee Meeting Minutes

Section: IV. Action Items
Item: E. Finance Advisory Committee Meeting Minutes
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for Finance Advisory Committee on August 20, 2019

APPROVED

Making Waves Academy

Minutes

Finance Advisory Committee

Date and Time
Tuesday August 20, 2019 at 10:30 AM

Location
3045 Research Drive, Richmond, CA 94806

Committee Members Present

Committee Members Absent
None

Guests Present
Alicia Malet Klein, Alton B. Nelson Jr., Elizabeth Martinez, Hung Mai

I. Opening Items

A. Record Attendance and Guests

B. Call the Meeting to Order

Alicia Malet Klein called a meeting of the Finance Committee of Making Waves Academy to order on Tuesday Aug 20, 2019 at 10:30 AM.

II. MWA Finance

A. MWA Chief Financial Officer Search Update

We have two candidates. We are doing a reference check on one of the candidates.

B. MWA 2018-2019 Audit Update

- We just completed the financial audit last week, and anticipate another clean financial audit again this year.
- We may have the potential of an audit finding regarding inconsistencies in the after- school program attendance process. It does not affect the financials. We may have a footnote on the audit report about this. Mr. Mai will develop a set of Standard Operating Procedures for use by the after-school program.

C. MWA 2018-19 Unaudited Actuals

- We received more government revenues than anticipated, and we spent less than budgeted by 4%, mostly caused by unfilled positions.
- We received extra funding for SB740 from last fiscal year. The State had extra money in SB740 to pay out.
- The Finance Advisory Committee members would like to see revenues received per student from government and total cost per student in summary, based on current enrollment.
- MWA received $87,099 as an in-kind donation from Making Waves Foundation for the Adaptive Insight software platform. This software will help budgting and forecasting tools.
- The Finance Advisory Committee reviewed 2018-19 unaudited actuals and recommended MWA Board of Directors to approve it.

D. MWA 2019-20 Monthly Financial Calendar

- The Finance Advisory Committee accepts the monthly financial calendar.

E. Review 2019-20 Finance Advisory Committee Meetings Calendar

Below are the proposed dates for Finance Advisory Committee meetings:

- **2018-19 Unaudited Actuals** Date: 8/20/2019, Time: 10:30 AM – 12:30 PM
  - MWA Board Meeting: 9/5/2019
- **2019-20 1st Interim Budget,** Date: 11/21/2019, Time: 10:30 AM – 12:30 PM
  - MWA Board Meeting: 12/12/2019
- **2019-20 2nd Interim Budget and 2020-21 1st Draft Budget,** Date: 2/27/2020, Time: 10:30 AM – 1:30 PM
  - MWA Board Meeting: 3/19/2020
- **2020-21 2nd Draft Budget,** Date: 4/30/2020, Time: 10:30 AM – 12:30 PM
  - MWA Board Meeting: N/A
- **2021-22 3rd Draft Budget,** TBD (5/25 – 5/29)
  - MWA Board Meeting: *6/18/2020

* If the 2020-21 budget has not approved in the previous meeting

III. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 11:30 AM.

Respectfully Submitted,
Hung Mai

Coversheet

Board Policy Amendments

Section: IV. Action Items
Item: F. Board Policy Amendments
Purpose: Vote
Submitted by:
Related Material: Board Policy Binder_Draft for Approval.pdf

Board Policies

Draft for Board Approval, September 5, 2019

Board Policy 1: Board Roles and Responsibilities; Delegation of Power
Adopted: February 27, 2008
Amended: March 13, 2014
Amended: September 5, 2019

BOARD ROLES AND RESPONSIBILITIES; DELEGATION OF POWER

The Making Waves Academy ("Academy") is governed by its Board of Directors ("Board"). The Board, together with the Academy's Chief Executive Officer ("CEO") and his/her management team comprised of an executive or manager in the Making Waves Business Services entity, the Middle School Director, the Upper School Director, the Director of Operations, and the Director of Technology (collectively, the "Management Team") work together in operating the Academy. The Management Team assumes collective responsibility for building unity and creating a positive organizational culture in order to govern effectively. In consideration of these guiding principles, this policy identifies the Board's roles and responsibilities and the delegation of the Board's powers to the CEO.

I. ROLES AND RESPONSIBILITIES OF THE BOARD

The Board has the following roles and responsibilities:

I.A. Vision and Strategic Plan

- The Board provides input on and evaluates adherence to the Academy Mission.
- The Board reviews and provides input on strategic plans submitted by the Management Team.
- The Board adopts policies to successfully implement the Academy Mission and strategic plans.
- The Board oversees the CEO to ensure that the Academy Mission and strategic plans are reflected in the day-to-day operations of the Academy, including ensuring that the curriculum aligns with the Academy Mission.

I.B. Academic Performance Monitoring

- The Board, or a committee thereof, annually reviews student performance based on state- and federally-mandated assessments.
- The Board, or a committee thereof, quarterly reviews student performance based on Academy-level assessments.
- The Board approves all academic performance reports to all federal, state and local agencies as required by law.

I.C. Staffing and Personnel:

- The Board reviews and approves personnel policies and any amendments thereto.
- The Board provides input on the employment of the Management Team, including the CEO. The board has the power to hire, evaluate and terminate the CEO. The CEO has the power to hire, evaluate and terminate other members of the Management Team.
- The Board provides input on performance goals for the CEO and communicates the goals to the CEO.
- The Board annually provides input on the CEO's performance.

- The Board, or a committee thereof, annually reviews the school's overall performance against strategic plans, WASC plan, and annual goals. The Board then provides any input or feedback on the implementation of these plans.
- A representative of the Board annually reviews MWA compliance procedures and personnel files as they relate to confirming proper personnel and teacher certifications for the annual audit.
- The Board, or a committee thereof, annually reviews faculty and staff data, such as surveys, performance evaluation data, discipline data, and retention data.

I.D. Parent, Student and Community Relations

- MS and US Directors make recommendations for expulsion. The CEO makes a determination on the recommendation for expulsion and brings it to the Board, or a committee thereof, for final approval. The Board, or a committee thereof, hears expulsion appeals.
- The CEO hears and decides upon student suspension appeals, based on recommendations from the MS and US Directors.
- The Management Team reviews and approves student and parent policies and any proposed amendments thereto.

I.E. Finance and Budget

- The Board reviews and approves the fiscal management and internal controls policies and any proposed amendments thereto;
- The Board, based on the recommendation of the Audit Advisory Committee, solicits and selects the Academy's independent financial auditor, oversees the auditor's work, and receives the auditor's report.
- The Board, or a committee thereof, (i) reviews and, subject to prior review by the Finance Advisory Committee, adopts and amends the annual budget, and (ii) reviews interim budgets, and annual financial statements.
- The Board, or a committee thereof, reviews and approves the audit report.
- The Board monitors the responses to the audit report and implementation thereof.
- The Board CEO reviews the P-1, P-2, and P-3 Annual Attendance Reports filed with the charter authorizer, the Contra Costa County Office of Education (one in the same for the Academy), and the California Department of Education.

I.F. Facilities

The Board, or a committee thereof, makes recommendations on facilities needs and policies. The Board, or a committee thereof, approves facilities construction projects when applying for state, county, or local funds available to charter schools, after review by MWF, Inc.

- The Board ensures the management team complies with the landlord's (MWF, Inc.) reporting requirements and performance related to student achievement.

I.G. Board Internal Business

- The Board, or a committee thereof, and the CEO draft, review and approve Board policies and amendments thereto.
- The Board will recruit prospective Board members and follow determined protocols to appoint them.
- The Board orients new Board members.
- The Board, as needed, provides training to its members in areas of state compliance, the Brown Act, LCFF/LCAP and any new state legislation affecting the governance and financing of public schools and specifically charter schools.
- The Board participates in regularly scheduled retreats with MWF (about every two years) to reflect on and assess performance against strategic plans as well as provide input in developing new plans.

I.H. Charter Performance and Renewal

- The Board annually reviews the Academy's performance reports.
- The Board, as needed, reviews the Academy's renewal proposals and reports. The Board, or a committee thereof, engages with the charter authorizer (CCCOE) and staff members to foster a productive working relationship.

II. BOARD'S DELEGATION OF POWERS TO CEO

The Board delegates the following powers to the CEO:

II.A. Strategic Plan

- The CEO oversees implementation of Board-adopted policies regarding the Academy's Mission and Strategic Plans, among other things, adopting appropriate procedures and training staff on the policies and procedures.

II.B. Staffing and Personnel

- The CEO oversees drafting all Academy personnel policies and presents them to the Board for review and approval. The CEO also recommends any proposed amendments to the personnel policies and presents them to the Board for review and approval.
- The CEO is responsible for final approval and/or rejection of all Academy personnel actions.
- The CEO approves the salaries for all Academy personnel, in compliance with any applicable state laws. The compensation of the CEO is determined by the Board.

II.C. Finance and Budget

- The CEO and Board President, with legal support, draft Board-adopted fiscal- and internal control policies. The CEO implements the Board-adopted polices by, among other things, adopting appropriate procedures and training staff on the policies and procedures. The CEO, together with the Board President, Chief Financial Officer (CFO) and Finance Advisory Committee as needed, drafts amendments to the fiscal policies, and presents them to the Board for approval.

- The CEO in conjunction with the CFO oversees the semi-annual and annual budget development process with the Management Team and submits budget drafts and other require financial statements to the Board, or a committee thereof, for approval.
- The CEO, working with the Management Team, implements the responses to the audit report as instructed by the Board.

II.D. Facilities

- The CEO oversees annual school site needs-assessments, at the direction of the Board.
- The Management Team implements any facilities policies.

II.E. Academic Performance Monitoring

- The Board reviews an annual report submitted by the CEO reflecting student performance based on state- and federally-mandated assessments, provides a copy to the Board, reviews the performance with the Board, or a committee thereof, and provides input to the Board when setting goals for student achievement on national assessments. The CEO implements the goals for student achievement on such assessments.
- The Board reviews formative reports during the school year, submitted by the CEO reflecting student performance based on Academy-level assessments, provides a copy to the Board, reviews the performance with the Board, or a committee thereof, and provides input to the Board when setting goals for student assessment on Academy level assessments. The CEO implements the goals for student achievement on Academy-level assessments.
- The Board oversees and supports the implementation of Board-adopted policies through the leadership of the CEO in order to achieve the student achievement goals, by among other things, adopting appropriate procedures and training staff on policies and procedures.
- The Board reviews all academic performance reports required by all federal, state and local agencies as required by law and provides them to the Board for approval.

II.F. Staffing and Personnel

- The Board regularly reviews personnel policies, including the Academy's internal complaint procedures.

II.G. Parent, Student and Community Relations

- The Board reviews, and in some cases, approves the training of staff in the appropriate policies and procedures. The Board reviews and approves amendments proposed by the CEO to student- and parent policies.

II.H. Charter Performance and Renewal

- The Board annually reviews any required Academy performance reports.
- The Board, as needed, reviews and approves drafts of charter school renewal and amendment proposals and reports.

Adopted: February 27, 2008
Amended: April 3, 2014
Amended: September 5, 2019

ANNUAL ORGANIZATIONAL MEETING

Time and Place for Meeting
The Board shall designate a meeting each fall to review any changes to the Board.

Order of Business
At this meeting, the Board will;

A. Review any board membership or officer.
B. Elect any representatives to serve on any applicable committees or advisory committees.
C. Recognize departing Board members.
D. Readopt the Conflict of Interest Policy and complete conflict of interest and commitment forms.

Draft for Board Approval, September 5, 2019

Adopted: February 27, 2008
Approved: April 3, 2014
Amended: September 5, 2019

PROCEDURE FOR POLICY ADOPTION

The successful operation of the School requires that the actions of the Board and CEO be known and understood by students, employees, and members of the community. These groups as well as individuals should also have an opportunity to affect School action.

The process for adoption and publication of policies in the School includes the following elements:

I. Raising a Policy Issue

Any person within the School community, including teachers, administrative staff, other staff members, students, parents and interested community members, may raise a potential policy issue. At the School level, the individual that raises the policy issue shall communicate that policy issue to the CEO. Any member of the Board of Directors may raise a potential policy issue by communicating that policy to the CEO. If a policy issue is raised during a regular or special meeting of the Board of Directors the CEO will follow-up and report back to the Board.

II. Investigating a Policy Issue

Once the CEO receives notification of a policy issue, the CEO shall determine the appropriate means to investigate the policy issues. The CEO may, in his/her discretion, investigate the matter itself or delegate the investigation to an appropriate person or group of persons.

III. Communication and Public Involvement in Policy Adoption

An opportunity for interested parties to be heard before adoption, revision or repeal of policy shall be made.

Retention and organization of adopted policies, rules, regulations and procedures shall be made in a policy binder maintained by the Secretary of the Board with the assistance of school staff.

Publication and availability of all policies currently in effect within the School shall be made to any interested person during the regular business hours of the School. To ensure a basic level awareness and institutional understanding, a copy of the policy binder shall be reviewed with all new members of the Board, who shall be personally briefed on key aspects of the policies by a member of the school's staff or a sitting board member.

IV. Review and/or Revision of Existing Policies

Each year the CEO **and Board President** shall complete a review of all of the existing policies of the school. Upon completion of the review, the CEO shall notify the Board of Directors at its next

regular meeting of the policies that require revision. The CEO shall follow the procedures required for policy creation in the revision of existing policies. The CEO may receive assistance of individuals or groups of individuals, as he/she deems necessary, in reviewing the existing policies of the school to determine whether a policy requires revision.

Adopted: February 27, 2008
Amended: September 5, 2019

CODE OF ETHICS FOR BOARD MEMBERS

The Making Waves Academy Board of Directors (“Board”) recognizes its role as overseers of public education and commits to promote the best interests of the Academy as a whole. To that end, the Board has adopted a Code of Ethics and Conduct. Each member of the Board shall sign an annual statement, the Board Commitment Form, committing to adhere to the Board’s Code of Ethics and Conduct as set forth in the statement (Appendix A, Board Commitment Form).

Draft for Board Approval, September 5, 2019

Adopted: February 27, 2008
Approved: April 3, 2013
Amended: April 3, 2014
Amended: September 5, 2019

SCHOOL BOARD MEETINGS – BROWN ACT COMPLIANCE

I. TYPES OF MEETINGS - COMPLIANCE WITH BROWN ACT

All meetings of the Board of Directors of Making Waves Academy ("Board") and its committees shall be called, noticed, and held in compliance with the provisions of the Ralph M. Brown Act ("Brown Act"), Chapter 9 (commencing with Section 54950) of Division 2 of Title 5 of the Government Code.

A. Regular Meetings

Regular meetings of the Board, including annual meetings, shall be held at least four (4) times a year at such times and places as may, from time to time, be fixed by the Board. At least 72 hours before a regular meeting, the Board or its designee shall post an agenda containing a brief general description of each item of business to be transacted or discussed at the meeting and shall provide a copy of the agenda to the Sole Statutory Member.

Meetings of advisory committees or standing committees, for which an agenda is posted at least 72 hours in advance of the meeting in accordance with law, shall be considered regular Board meetings. Subcommittees created by formal action or resolution of the Board are subject to the Brown Act.

Meetings shall normally be held at the principal office of Making Waves Academy. The Board may also designate that a meeting be held at any place within the granting agency's boundaries designated in the notice of the meeting All meetings of the Board shall be called, held and conducted in accordance with the terms and provisions of the Brown Act, as said chapter may be modified by subsequent legislation.

B. Special Meetings

Special meetings of the Board for any purpose may be called at any time by the President of the Board, or by a majority of the Board. The party calling a special meeting shall determine the place, date, and time thereof. The Board may periodically (normally once every two years) meet at a location outside the granting agency's boundaries with the Board of Directors of the Making Waves Foundation, the Sole Statutory Member, for informal discussion of matters of mutual interest regarding the Making Waves organization ("Joint Board Retreat"). No formal Board actions will be taken or decisions made at any Joint Board Retreat.

C. Emergency Meetings

Emergency meetings may be called by a Board majority when an emergency situation arises involving matters upon which prompt action is necessary due to the disruption or threatened disruption of public facilities in accordance with law.

D. Teleconference Meetings

Members of the Board may participate in teleconference meetings so long as all of the following requirements in the Brown Act are complied with:

- At a minimum, a quorum of the members of the Board shall participate in the teleconference meeting from locations within the boundaries of the school district in which Making Waves Academy operates;
- All votes taken during a teleconference meeting shall be by roll call;
- If the Board elects to use teleconferencing, it shall post agendas at all teleconference locations with each teleconference location being identified in the notice and agenda of the meeting;
- All locations where a member of the Board participates in a meeting via teleconference must be fully accessible to members of the public and shall be listed on the agenda;
- Members of the public must be able to hear what is said during the meeting and shall be provided with an opportunity to address the Board directly at each teleconference location;
- The agenda shall indicate that members of the public attending a meeting conducted via teleconference need not give their name when entering the conference call.

II. Notification of Meetings

Prior notice of all meetings shall be provided to the Statutory Member.

A. Regular and Special Meetings

Notice of the time and place of meetings, along with the agenda containing a brief general description of each item of business to be transacted or discussed at the meeting and supporting documentation, will be provided by personal delivery or by other means to all Board members and to those persons or entities who have previously requested notice of such meetings not later than 72 hours prior to a regular meeting, and not later than 24 hours prior to a special meeting. The notice and agenda will also be posted in a location that is freely accessible to members of the public not later than 72 hours prior to a regular meeting, and not later than 24 hours prior to a special meeting. It is the Board Secretary's responsibility, with the support of the CEO's assistant, to provide notice and copies of the agenda and supporting documentation for both regular and special meetings.

B. Emergency Meetings

In the case of an emergency situation involving matters upon which prompt action is necessary due to the disruption or threatened disruption of public facilities, notice to the Board will be provided as soon as is reasonably practicable under the circumstances. All media outlets that have requested notice of special meetings shall be notified one hour prior to the emergency meeting, or in the case of a dire emergency, at or near the time that the Board members are notified of the emergency meeting. The notice shall be given by telephone and all telephone numbers provided by the media outlet in the request for notice shall be exhausted. If telephones are not working, the notice requirement is waived and the media shall be notified of the fact of the holding of the emergency meeting, the purpose of the meeting and any action taken at the meeting as soon after the meeting as possible.

III. Conduct of Board Meetings

A. Open Session

All regular, special and emergency meetings of the Board shall be open to the public and the media, except Closed Sessions as authorized by law.

B. Public Participation at Meetings

Requests to address the Board: Individuals seeking to address the Board on an item on the agenda or during time allocated for public comment shall complete the card, “Public Comment Card” (located in the Board Meeting Room), and give it to the Board Secretary, or his/her designee prior to the beginning of public comment for general public comment and before board discussion commences following staff presentations. .

Public comment generally: At a regular meeting, any person may address the Board concerning any item on the agenda and any other matters under the Board’s jurisdiction. At a special meeting, any person may address the Board only concerning the items on the agenda. The total time for presentations to the Board on all public comments (including agenda items and non-agenda items at regular meetings) shall not exceed 20 minutes, unless the Board grants additional time. Individual presentations will normally be limited to three minutes each, though the President of the Board may grant up to five minutes. All public comment concerning all matters shall be heard immediately after the meeting is called to order and before the Board’s formal discussion of the agenda topics and consideration of action.

Limits on public comment: The President may curtail individual presentations if repetitive of points raised by others. Any person who, while addressing the Board, makes impertinent, slanderous or profane remarks to any Board member, staff or general public. or who utters loud, threatening, personal or abusive language, or engages in any other disorderly conduct that disrupts, disturbs or otherwise impedes the orderly conduct of any Board meeting shall,

at the discretion of the President, be barred from further audience before the Board during that meeting.

In the event that any meeting is interrupted by a group(s) of persons so as to render the orderly conduct of such meeting unfeasible and order cannot be restored by the removal of individuals who are willfully interrupting the meeting, the Board may order the meeting room cleared and continue the session. Only matters appearing on the agenda may be considered in such a session. Representatives of the press or other media, if not participating in the disturbance, shall be allowed to attend any such session.

Recording and/or broadcasting of meeting: Persons attending an open meeting have the right to record or broadcast the proceedings with audio or video equipment unless the Board reasonably finds that the recording or broadcast cannot continue without noise, illumination or obstruction of view that constitutes, or would constitute, a persistent disruption of the proceedings.

C. Board Members at Meetings

Limits on Board discussion and action: For regular meetings, no action or discussion shall be taken on any item not appearing on the posted agenda, except as provided below, and further except that Board members may briefly respond to statements made or questions posed by persons during public comment regarding off-agenda topics. For special meetings, no action or discussion shall be taken on any item not appearing on the posted agenda.

Exceptions in regular meetings: In regular meetings, the Board may take action on items of business not appearing on the posted agenda if any of the following conditions apply: 1) A majority of the Board determines that an emergency situation exists (as defined in the Government Code); 2) A determination by a two-thirds vote of the Board members present at the meeting, or if less than two-thirds are present, a unanimous vote of those Board members present, that there is a need to take immediate action and that the need for action came to the attention of the Board after the agenda was posted; or 3) The item was properly posted for a prior meeting occurring not more than five calendar days prior to the date action is taken on the item and, at the prior meeting, the item was continued to the meeting at which action is being taken.
Closed session: Prior to holding any closed session, the Board shall disclose, in an open meeting, the item(s) to be discussed in the closed session. The disclosure may take the form of a reference to the item(s) as they are listed by number or
letter on the agenda. In the closed session, the Board may consider only those matters covered in its statement.

After any closed session, the Board shall reconvene into open session prior to adjournment and make a report of any action taken in closed session and the vote or abstention of every Board member present thereon in accordance with Government Code section 54957.1.

D. Minutes of Board Meetings

Open session meetings: The minutes of open session meetings of the Board shall record all motions, show the names of Board members making and seconding motions and state the vote upon the motion. In the event that Board members are participating via teleconferencing, all votes during the meeting shall be by roll call and will be reflected in the minutes. The open session minutes shall also record all resolutions, the recommendations of the management team, and the substance of the Board's discussion or the substance of statements pertinent to Board's business made by members of the staff or public.

The original copy of the open session minutes shall be signed by the Secretary of the Board, maintained chronologically in a minute book together with copies of resolutions and any other documents determined by the Board to be attached to the official minutes, and kept in a secure location. The minute book for open session meetings is a public record. In addition to the official minutes, an additional copy of all minutes and attached documents shall be maintained by the Secretary of the Board.

Closed session meetings: A member of the management team shall attend each closed session of the Board and keep and enter in a minute book a record of topics discussed and decisions made at the meeting. The minute book for closed session is not a public record subject to inspection and shall be kept confidential.
Minutes for Emergency Meetings: Any time an emergency meeting is held, the minutes must provide a list of persons who were notified or attempted to be notified, a copy of the roll call vote, and any actions taken at the meeting. The minutes will be posted for a minimum of 10 days in a public place as soon after the meeting as possible.

IV. Quorum Requirements

A majority of the directors then in office shall constitute a quorum. All acts or decisions of the Board will be by majority vote of the directors in attendance, based upon the presence of a quorum. Should there be less than a majority of the directors present at any meeting, the meeting shall be adjourned. Directors may not vote by proxy.

V. Continuances and Adjournment

A. Continuances

Items appearing on agendas for regular meetings may be continued to another meeting, to be held within five calendar days from the date of the originally posted meeting, without triggering the requirement that the agenda item be re- posted with the requisite notice.

B. Adjournment

The Board may adjourn any regular or special meeting to a time and place specified in an order of adjournment.

Board Policy 6: Board Operations
Adopted: February 27, 2008
Approved: April 3, 2014
Amended: September 5, 2019

BOARD OPERATIONS

I. Roberts Rules of Order

The business of the Board of Directors (the "Board") of Making Waves Academy (the "School") at its meetings will be conducted in accordance with the specifications of Roberts Rules of Order. Any member may rise to a point of order under these rules, which action shall take precedence over all other business before the Board.

II. Polling of Board of Directors

Voting on resolutions shall be by the polling of voting Board members or consensus on voice vote. The minutes shall record the person making the motion, the person seconding it, and the names of the trustees voting for and against the motion or abstaining, as well as Board members who are absent or that the motion was passed by consensus. Secret ballots and proxies are prohibited.

III. Board Member Compensation and Reimbursement of Actual and Necessary Expenses

Board members shall serve without compensation.

IV. Officers, Directors and School Liability Insurance

The School will maintain adequate insurance to protect the School against loss because of fire, damage to school property, loss to other property, or general liability resulting as a responsibility of the School and its Board members or officers while acting on behalf of the School.

V. Appointment of Board Committees

Consistent with the charter, by-laws, and any other applicable provisions of contract or law, the Board may appoint committees for any purpose deemed appropriate by the Board. The resolution establishing the committee shall clearly define the range of the committee's responsibility and authority, and shall specify whether the committee shall be a standing or limited-term committee. In meeting and carrying out designated purposes, any such committee shall comply with any applicable legal or contractual requirements. Specifically, unless otherwise specified in Board by-laws, parent/teacher associations and/or parent committees shall be advisory only.

VI. Board Nomination/Election Process

Per the MWA Bylaws adopted June 13, 2019, the President of the Board of Directors or, if none, the CEO in conjunction with at least two other sitting Board Members will designate qualified candidates for election to the Board of Directors at least thirty (30) days before the date of any designation of directors. The nominating committee shall make its report at least seven (7) days before the date of such designation or at such other time as the Board of Directors may set and the Secretary shall forward to each Board member, with the notice of meeting required by these bylaws, a list of all candidates nominated by committee.

Draft for Board Approval, September 5, 2019

VII. Board Member Resignations

Except as provided below, any director may resign by giving written notice to the President, or the Secretary, or to the Board. The resignation shall be effective when the notice is given unless the notice specifies a later time for the resignation to become effective. If a director's resignation is effective at a later time, the Board of Directors may designate a successor to take office as of the date when the resignation becomes effective.

VIII. Board Member Removal

Any director, except for the representative appointed by the charter authorizer, may be removed, with or without cause, by the vote of the majority of the members of the entire Board of Directors at a special meeting called for that purpose, or at a regular meeting, provided that notice of that meeting and such removal are given in compliance with the provisions of the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Division 2 of Title 5 of the Government Code) as said chapter may be modified by subsequent legislation ("Brown Act"). The representative designated by the charter authorizer may be removed without cause by the charter authorizer or with the written consent of the charter authorizer. Any vacancy caused by the removal of a director shall be filled as provided in Section 7.10.

IX. Dispute Resolution with Granting Agency

Any dispute that may arise with the granting agency must be handled in strict accordance with the dispute resolution process outlined in the charter. Should the Board wish to amend the dispute resolution process it must amend the charter to do so.

Adopted: April 3, 2014
Amended: September 5, 2019

CONFLICT OF INTEREST CODE

I. ADOPTION

In compliance with the Political Reform Act of 1974, California Government Code Section 87100, et seq., the Making Waves Academy hereby adopts this Conflict of Interest Code ("Code"), which shall apply to all governing board members and all other designated employees of Making Waves Academy ("Charter School"), as specifically required by California Government Code Section 87300.

II. DEFINITION OF TERMS

As applicable to a California public charter school, the definitions contained in the Political Reform Act of 1974, the regulations of the Fair Political Practices Commission, specifically California Code of Regulations Section 18730, and any amendments or modifications to the Act and regulations are incorporated by reference to this Code.

III. DESIGNATED EMPLOYEES

Employees of this Charter School, including governing board members, who hold positions that involve the making or participation in the making, of decisions that may foreseeably have a material effect on any financial interest, shall be "designated employees." The designated positions are listed in "Exhibit A" attached to this policy and incorporated by reference herein.

IV. STATEMENT OF ECONOMIC INTERESTS: FILING

Each designated employee, including governing board members, shall file a Conflict of Interest Disclosure Statement (Appendix B) at the time and manner prescribed by California Code of Regulations, title 2, section 18730, disclosing reportable investments, interests in real property, business positions, and income required to be reported under the category or categories to which the employee's position is assigned in "Exhibit A."

An investment, interest in real property or income shall be reportable, if the business entity in which the investment is held, the interest in real property, the business position, or source of income may foreseeably be affected materially by a decision made or participated in by the designated employee by virtue of his or her position. The specific disclosure responsibilities assigned to each position are set forth in "Exhibit B."
Individuals holding designated positions shall file their statements of economic interests with the Charter School, which will make the statements available for public inspection and reproduction (Gov. Code Sec. 81008). All statements will be retained by the Charter School.

V. DISQUALIFICATION

No designated employee shall make, participate in making, or try to use his/her official position to influence any Charter School decision which he/she knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of his or her immediate family.

VI. MANNER OF DISQUALIFICATION

A. Non-Governing Board Member Designated Employees

When a non-Governing Board member designated employee determines that he/she should not make a decision because of a disqualifying interest, he/she should submit a written disclosure of the disqualifying interest to his/her immediate supervisor. The supervisor shall immediately reassign the matter to another employee and shall forward the disclosure notice to the Charter School Principal, who shall record the employee's disqualification. In the case of a designated employee who is head of an agency, this determination and disclosure shall be made in writing to his/her appointing authority.

B. Governing Board Member Designated Employees

The Corporation shall not enter into a contract or transaction in which a director directly or indirectly has a material financial interest (nor any other corporation, firm, association, or other entity in which one or more of the Corporation's directors are directors and have a material financial interest).

EXHIBIT A
Designated Positions

Designated Position	Assigned Disclosure Category
Members of the Governing Board	1,2
CEO	1,2
Board President	1,2
CFO/CBO	1,2
IT Director	1,2
Chief of Staff	1,2
Controller/Associate Director of Finance	1,2
Managing Director of Operations (COO)	1,2
Director of Talent	1,2
Head of School/Division Directors	1,3
Consultants/New Positions	*

*Consultants/New Positions shall be included in the list of designated positions and shall disclose pursuant to the broadest disclosure category in the code, subject to the following limitation:

The CEO may determine in writing that a particular consultant or new position, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this section. Such written determination shall include a description of the consultant's or new position's duties and, based upon that description, a statement of the extent of disclosure requirements. The CEO determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code (Government Code § 81008).

EXHIBIT B

Disclosure Categories

Category 1

Designated positions assigned to this category must report:

a. Interests in real property located in whole or in part within two (2) miles of any facility utilized by Making Waves Academy, including any leasehold, beneficial or ownership interest or option to acquire such interest in real property.

b. Investments and business positions in business entities, or sources of income (including receipt of gifts, loans, and travel payments) that engage in the purchase or sale of real property or are engaged in building construction or design.

Category 2

Designated positions assigned to this category must report:

Investments and business positions in business entities or sources of income (including receipt of gifts, loans, and travel payments) from sources that have, within the last two years, contracted with Making Waves Academy as contractors engaged in the performance of work or services; manufactured supplies, instructional materials, machinery or equipment sold to Making Waves Academy; or sold supplies, instructional materials, machinery or equipment to Making Waves Academy.

Category 3

Designated positions assigned to this category must report:

Investments and business positions in business entities or sources of income (including receipt of gifts, loans, and travel payments) from sources that have, within the last two years, contracted with Making Waves Academy as contractors engaged in the performance of work or services; manufactured supplies, instructional materials, machinery or equipment sold to Making Waves Academy that were utilized by the designated position's department; or sold supplies, instructional materials, machinery or equipment to Making Waves Academy that were utilized by the designated position's department.

Draft for Board Approval, September 5, 2019

Adopted: February 27, 2008
Amended: April 3, 2014
Amended: September 5, 2019

DISSOLUTION OF THE SCHOOL

In the event of dissolution of Making Waves Academy the MWA Board of Directors ("Board"), or its designee, shall ensure compliance with the law, the charter, bylaws or any other legal or contractual requirements, as well as follow the course action set forth in the bylaws.

I. Dissolution

If the School's charter is revoked or not renewed and the school(s) closes, the Board may elect voluntarily to wind up and dissolve Making Waves Academy by passing a resolution. The Board shall continue to act as a board and shall have full powers to wind up and settle its affairs, both before and after filing the Certificate of Dissolution. The Making Waves Academy shall cease to conduct its activities except to the extent necessary to wind up, and except during such period as the Board deems necessary to preserve the Making Waves Academy's goodwill or going concern value pending a sale or disposition of its assets, or both, in whole or part.

II. Certificate of Dissolution

After the Board approves the resolution to wind up and dissolve Making Waves Academy, the Board shall file with the Secretary of State a certificate evidencing that election and a copy shall be filed with the Attorney General.

III. Notice of Dissolution

Once the Board has passed the resolution to wind up and dissolve, it shall provide written notice of the winding up to all known creditors and claimants whose addresses appear on the records of Making Waves Academy and to the Attorney General.

IV. Audit

Within six (6) months of the dissolution of Making Waves Academy, but before disposition of the assets and liabilities of the School, the Board and Audit Advisory Committee shall oversee a final audit of the School's assets and liabilities by a neutral third party auditor.

V. Disposition of Assets and Liabilities

Based upon the audit findings, the Making Waves Academy shall pay, or adequately provide for, all known debts and liabilities as far as its assets permit. On liquidation or dissolution, all properties and assets remaining after payment, or provision for payment, of all debts and liabilities of the Corporation shall be distributed to Making Waves Foundation or another nonprofit fund, foundation, or corporation that is organized and operated exclusively for charitable purposes and that has established its exempt status under Internal Revenue Code section 501(c)(3).

Draft for Board Approval, September 5, 2019

VI. Records

Student Records. Upon dissolution, the Board will provide for the transfer of all student records to the charter granting agency, or other qualified entity. In addition, parents/guardians will be provided with a certified packet of student information that may include the closure notice, grade reports, discipline records, immunization records, etc.

Other Records. Upon dissolution, the Board will sort through all of the records of the Making Waves Academy to determine which records must be retained in accordance with law, and which may be destroyed. The Board will destroy those records that may be destroyed, and will do so in a manner that provides for the confidentiality of the records. The Board will provide for storage of the records required to be retained by law in a manner that ensures their survival.

Adopted: February 27, 2008
Amended: April 3, 2014

PUBLIC RECORDS REQUEST – PUBLIC RECORDS ACT COMPLIANT

I. Public Records

A. Public Records Defined

The Making Waves Academy (the "School") provides the public with access to its public records in accordance with legal requirements. Public records are those writings containing information relating to the conduct of the School's business that are prepared, owned, used or retained by the School regardless of physical form or characteristics. Certain public records, however, are exempt from disclosure by express provision of law. These records will not be provided to the public. The School may not deny disclosure of records based on the purpose for which the record is being requested.

B. Records Exempt from Disclosure

Some of the records that are exempt from disclosure include the following categories. This is not an exhaustive list.

- Preliminary drafts, notes or inter/intra-School memoranda that are not retained by the School in the ordinary course of business;
- Records pertaining to pending litigation to which the School is a party or to claims made pursuant to the Tort Claims Act.
- Personnel, medical, student records, or similar files.
- Test questions, scoring keys and other examination data used to administer an examination for employment or academic examination, unless specifically authorized by law.
- The content of real estate appraisals or engineering or feasibility estimates and evaluations made for or by the School relative to the acquisition of property, until all of the property has been acquired.
- Records, the disclosure of which is exempted or prohibited pursuant to federal or state law, including, but not limited to, provisions of the Evidence Code relating to privilege.
- A document prepared by or for the School that assesses its vulnerability to terrorist attack or other criminal acts intended to disrupt the Schools operations and that is for distribution or consideration in a closed session.
- Trade secrets.

- Computer software developed by the School.

- Records where, on the facts of the particular case, the public interest served by not disclosing the record clearly outweighs the public interest served by disclosure of the record.

- The School may, in its discretion and as permitted by law, waive the applicable exemption to the records. In this case, the disclosure constitutes a waiver for all requesters of that public record and will be open to inspection by all requesters.

II. Process for Requesting Public Records

A. Requests for Public Records

Any person wishing to inspect the School's public records shall make the request, preferably in writing, to the CEO. The request must reasonably describe an identifiable public record(s) and must be specific and focused.

Alton Nelson, CEO
4123 Lakeside Drive, Richmond, CA 94806
510-262-1511
Fax: 510-262-1518
anelson@mwacademy.org

To the extent reasonable under the circumstances, the School will assist the requester to make a focused and effective request by:

- Assisting the member of the public to identify records and information that are responsive to the request or to the purpose of the request, if stated.
- Describing the information technology and physical location in which the records exist.
- Providing suggestions for overcoming any practical basis for denying access to the records or information sought.

If the School is unable to identify the requested information after making a reasonable effort to elicit additional clarifying information from the requester that will help identify the record(s), the School will not provide further assistance to the requester.

B. Response to Public Records Request

The CEO will, within 10 days [1]of receipt of the request, provide a written response to the

[1] In usual circumstances, the 10 day time limit may be extended by written notice by the **Business Manager** to the person making the request, setting forth the reasons for the extension and the date on which a determination is expected to be dispatched. In no event will the extension exceed 14 days. As used in this policy, "unusual circumstances" means the following, but only to the extent reasonably necessary to the proper processing of the particular request: 1) The need to search for and collect the records from field facilities or other establishments

requester of public records. The written response shall contain the following information:

- Notice informing the requester whether the request, in whole or in part, seeks copies of disclosable public records in the possession of the School and the reasons for the determination.
- If the School denies any request for records, in whole or in part, and the request was in writing, the notification of denial will set forth the names and titles or positions of each person responsible for the denial.
- The date and time when the records will be made available.
- If the request identifies information which is contained in both electronic format and hard copy, the notice may inform the requester that the information is available in either format.
- If the requester seeks copies of the records, the School may identify a fee
- covering the direct costs of duplication.
- If the requester seeks copies in electronic format, the School may charge the requester the direct cost of producing a copy of the record in that format. If, in order to comply with these requirements relating to electronic formatted records described below, the School is required to produce a copy of an electronic record and the record is one that is produced only at otherwise regularly scheduled intervals or the request would require data compilation, extraction or programming to produce the record, the School may charge the requester the cost to construct a record, the cost of programming and computer services necessary to produce the record.

III. Records Inspections or Copies

Time and Place of Inspection: A person who has made a public records request may inspect the records after the date and time identified in the response to the request. Generally, records inspections may take place at Making Waves Academy during office hours of the School, which are 9 AM – 5 PM.

Electronic Formatted Records: If the School has information that constitutes an identifiable public record not exempt from disclosure that is in an electronic format, and it has been requested in an electronic format, the School will make that information available in an electronic format. The School will make the information available for inspection in any electronic format in which it holds the information. If the requested format is one that the School uses to create copies for its own use or for provision to other agencies, the School will provide a copy of the electronic record. The School will not, however, provide electronic records in the electronic form, in which it is held by the School, if its release jeopardizes or compromises the security or integrity of the original record or of any proprietary software in which it is maintained.

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that are separate from the office processing the request; 2) The need to search for, collect, and appropriately examine a voluminous amount of separate and distinct records that are demanded in a single request; 3) The need for consultation, which shall be conducted with all practicable speed, with another agency having substantial interest in the determination of the request or among two or more components of the School having substantial subject matter interest therein; or 4) The need to compile data, to write programming language or a computer program, or to construct a computer report to extract data.

If the School no longer has the record in electronic format, the School will not reconstruct the record in electronic format.

Partial Disclosure: If the requested records may only partially be disclosed because some are exempt from disclosure, the reasonable portion not exempt from disclosure of the record(s) will be made available for inspection.

Draft for Board Approval, September 5, 2019

Board Policy 10: Fiscal Policy
Adopted: April 23, 2008
Amended: December 8, 2010
Amended: March 4, 2013
Amended: April 3, 2014
Amended: September 5, 2019

FISCAL

A. Budget Development and Oversight Calendar and Responsibilities

The Making Waves Academy Charter School ("Academy") will develop and monitor its budget in accordance with the annual budget development and monitoring calendar as specified below.

The Academy's Chief Financial Officer ("CFO") and/or a Business Services designee, under the supervision, direction and control of the Academy's Chief Executive Officer ("CEO"), will in:

July – August

- Close books for prior fiscal year; post all transactions; assemble records.
- Prepare for annual independent audit and be prepared to answer questions as part of the audit process.
- Prepare schedule under consultation the Audit And Finance Advisory Committee for bank reconciliation review.

September – December

- At the end of the first 10 days of school (consistent with the timeline for reporting attendance/enrollment to its charter authorizer), the CEO reviews the Academy's Average Daily Attendance ("ADA") figures and notifies the CFO if ADA and enrollment is below budget projections. If needed, the Academy's budget is again revised at P-1 to reflect those changes as well as inform revised cash flow projections through December 31st.
- The CEO reviews current year actual versus budgeted revenues and expenditures and formally reports to the Finance Advisory Committee in October and January. The MWA Board approves any needed changes to annual budget.
- Present Alternative Form Interim Report (Budget Report) to the MWA charter authorizer, Contra Costa County Board of Education, by no later than November 15 of each year.
- Share elements of the Local Control Funding Formula (LCAP) with MWA community stakeholders. Highlight key initiatives of the LCAP, how progress will be monitored, and how progress will be reported to the community. Provide LCAP updates to the MWA Board and School Site Council (SSC) at an agreed upon scheduled time in the fall/winter.

Draft for Board Approval, September 5, 2019

- Monitor current year budget monthly and share any material concerns at MWA Board Meetings and Finance Advisory Committee Meetings.
- Prepare formal budget development plan and schedule for upcoming fiscal year.
- Review/prepare set of proposed budget principles and key assumptions, approved by the CEO.
- CFO and/or Business Services designee works with the CEO to develop a budget timeline for budget managers to follow for the budget development and approval process.
- CFO, Business Services designee, and CEO attend trainings or presentations that address new state adopted fiscal policies for reporting and implementation.

January – February

- Review Governor's proposed state budget for upcoming fiscal year, and identify likely range of revenues for Academy's upcoming fiscal year (July 1-June 30).
- Develop an initial financial budget for upcoming fiscal year, including projected enrollment and any proposed staffing changes.
- Submit the first draft of the budget to the Finance Advisory Committee for initial review.
- Continually monitor and, as needed, revise current year budget and submit revisions to the Finance Advisory Committee as part of the Second Interim Budget Report cycle.
- Begin inviting and community stakeholder feedback on elements of the LCAP. Develop and announce School Site Council meeting dates when progress on the LCAP will be shared and discussed. Implement LCAP communication plan to share progress updates on implementation of the LCAP.

March – April

- Prepare the second draft of the budget.
- Present Alternative Form Interim Report (Budget Report) to the Contra Costa County Board of Education by no later than March 15 of each year after approval by the MWA Board of Directors.
- Continually monitor current year finances and alert the MWA and Finance Audit Committee of any material concerns.

- Receive constituent feedback on any proposed revisions to the LCAP through the SSC. Continue to follow the LCAP communication and implementation plan with respect to the budget and programmatic priorities.

May – June

- Present Second Draft of the Budget to the Finance Committee for final review.
- Review revenue projections subsequent to Govenor's annual "May Revise" budget figures, and modify, if necessary, upcoming fiscal year budget, including monthly cash flow projections, to accommodate any changes. Budget Approval Process: CEO will review and as needed, in coordination with CFO, revise proposed budget for the upcoming fiscal year and then forward the same to the Finance Advisory Committee for review and subsequent submission to / recommended approval by the MWA Board. The MWA Board will then review and, before June 30, formally adopt the budget for the upcoming fiscal year. The Finance Advisory Committee reviews the LCAP. The MWA Board approves the LCAP before submitting it to MWA's charter authorizer, CCCOE for review.
- Provide copy of final budget to the charter authorizer, Contra Costa County Office of Education Board ("CCCOE").
- Develop three (3)-year budget projection in accord with Academy's established strategic and growth plans.
- Monitor and revise current year budget as needed.
- Prepare for Interim audit focused on attendance compliance and other procedures.
- Share final and approved LCAP with the SSC.

B. Controls, Budget, and Fiscal Management

The Academy will maintain in effect the following principles in its ongoing fiscal management practices to ensure that, (1) expenditures are authorized by and in accordance with amounts specified in the MWA Board-adopted budget, (2) the Academy's funds are managed and held in a manner that provides a high degree of protection of the school's assets, and (3) all transactions are recorded and documented in an appropriate manner.

Separation of Duties:

The Business Services unit will establish a written schedule and protocol to allow for adequate separation of duties and controls for receiving mail, bills, and checks concerning compliance

and financial activities; receiving and acknowledging accounts payable, accounts receivable; and checks, and arranging for approval and payment of bills as well as reconciliation of received checks and deposited checks and their corresponding chart of accounts revenue code.

Expenditure Approval Requirements:
All proposed expenditures must be approved by the CEO or designee and CFO or designee who will review each proposed expenditure to determine whether it is consistent with the MWA Board-adopted budget and, if so, sign the check request or purchase order form. The Academy will develop and maintain check request and purchase order forms to document the authorization of all non-payroll expenditures. Any purchase or transaction involving an expenditure of funds either (i) not included in the Academy's approved budget or (ii) included in the Academy's approved budget but exceeding the sum of $ 50,000, shall additionally require prior approval by the MWA/MWF Finance Committee. All transactions must be posted in an electronic general ledger.

Disbursement Authority:
All disbursements require approved invoices or expense vouchers. The MWA Board shall appoint and approve all individuals authorized to sign checks or warrants in accordance with this fiscal policy. No authorized check signer shall sign any check made payable to self nor authorize any other non-approved disbursement to self. Checks for amounts in excess of $5,000 require two signatures, one of which shall be that of the CEO unless the CEO is the payee. The person who approves the invoice or expense voucher may not sign a single signature check without first obtaining a second approval.

Budget Transfers:
The CEO or designee may transfer from one unrestricted budget item to another.

Banking Arrangements:
The Academy will maintain its accounts at a bank in good standing with federal and state regulatory agencies. The CFO will review at least annually the status of the current bank. Funds will be deposited in non-speculative accounts including federally-insured savings or checking accounts or invested in non-speculative federally-backed instruments. The
Board must appoint and approve all individuals authorized to sign checks or warrants in accordance with these policies.

All funds received shall be deposited or transferred into the Academy's accounts at the earliest possible convenience and in no event later than five (5) business days after receipt.
Purchasing Procedures:
All purchases over $5,000 must include documentation of a good faith effort to secure the lowest possible cost for comparable goods or services by soliciting two, and preferably three, competitive bids from qualified providers where practical. The CEO or designee shall not approve purchase orders or check requests lacking such documentation. Documentation shall be attached to all check and purchase order requests showing that at least three vendors were contacted and such documentation shall be maintained for three years. In addition, any

purchase either (i) not included in an approved budget or (ii) included in an approved budget but greater than $50,000 must be authorized in advance by the Finance Advisory Committee.

Record Keeping:
Transaction ledgers, canceled/duplicate checks, attendance and entitlement records, payroll records, and any other necessary fiscal documents must be maintained in a secure location for at least three years, or as long as required by applicable law, whichever is longer.

Property Inventory:
The CFO and/or Business Services designee shall develop a process for establishing, reviewing, updating, and maintaining an inventory of all non-consumable goods and equipment worth over $5,000. This inventory shall include the original purchase price and date, a brief description, serial numbers, and other information appropriate for documenting the school's assets. This process shall be reviewed annually by the CEO and, if possible, a committee of the MWA Board. The CFO and/or Business Services designee shall provide annual training and support to the Director or Operations and Director of Technology, specifically, to insure compliance with these property inventory procedures. This property will be inventoried on an annual basis and lists of any missing property must be provided to the CEO.

Food equipment over $500 with a useful life of more than one year shall also be inventoried.

In addition, in order to maintain property control, the following are recorded and tracked the same as capital even though they may be less than $5,000 or have a useful life of less than a year: (1) equipment purchased with grant funds or required by the terms of the grant to be tracked as capital; (2) furnishings for new spaces; (3) cameras; (4) musical instruments; and (5) television sets, DVD units. AV projectors, computer systems (PC, keyboard, monitor, printer and hard drives) will be maintained by the Information Technology Department.

All non-consumable school property lent to students shall be returned to the Academy no later than five working days after the end of the school year.

All non-consumable school property lent to faculty, staff, or administrators ("MWA employee") for use while employed at MWA shall be returned to the Academy upon separation. The former MWA employee can offer to purchase the equipment of the CEO and CFO (or Business Services designee) engages in due diligence to identify a fair market value. The former MWA employee can then decide whether or not to purchase the equipment at the identified fair market value.

Any excess or surplus property owned by the Academy may be sold or auctioned by the CFO and/or Business Services designee provided the CFO and/or Business Services designee engages in due diligence to maximize the value of the sale or auction to the Academy. The Academy Board shall approve in advance the sale or auction of property owned by the Academy with a fair market value in excess of $5,000.

Payroll Services:
The Academy will contract with a service provider to prepare payroll checks, tax and retirement withholdings, tax statements, and to perform other payroll support functions. The CFO or designee will establish and oversee a system to prepare time and attendance reports and submit payroll check requests. The CFO or designee will review payroll statements quarterly or as applicable biweekly, to ensure that (1) the salaries are consistent with approved personnel action forms and that (2) the proper tax, retirement, disability, and other withholdings have been deducted and forwarded to the appropriate authority. All staff expense reimbursements will be on checks separate from payroll checks.

Upon hiring of staff, a personnel file will be established with all appropriate payroll- related documentation including a federal I-9 form, and tax withholding forms.

Attendance Accounting:
The CEO will establish and maintain an appropriate attendance accounting system to record the number of days students are actually in attendance at the Academy and engaged in the activities required of them by the Academy. The annual audit will review actual attendance accounting records and practices to ensure compliance. The attendance accounting practices shall be in conformance with the Charter Schools Act and the applicable California Administrative Code sections defining Charter School Average Daily Attendance (ADA). Specifically:

- ADA will be computed by dividing the actual number of days of student attendance by the number of calendar days of instruction by the Academy.

- The Academy's instructional calendar will include at least 175 days of instruction to avoid the fiscal penalty for providing fewer than 175 days of instruction as provided by the Administrative Code regulation. The calendar will also document that the Academy offers an amount of annual minutes of instruction as required pursuant to applicable law.

- Independent study must be pre-arranged by the student's adult guardian and the Academy. The adult guardian will be required to complete and submit documentation to the Academy on Academy-prepared forms of engagement in instructional activity. As applicable, such study shall be in full compliance with law governing independent study.

Annual Financial Audit:
The MWA Board will annually appoint an Audit Advisory Committee ("Audit Committee"). Any persons with expenditure authorization or recording responsibilities within the Academy may not serve on the Committee.

An annual financial audit shall be performed by an independent certified public accountant which audit shall include, but not be limited to (1) an audit of the accuracy of school's financial

statements, (2) an audit of the Academy's attendance accounting and revenue claims practices, and (3) an audit of the Academy's internal controls practices. If the Academy receives over $500,000 from federal sources, the audit shall be prepared in accordance with any relevant Office of Management and Budget audit circulars.

The Academy's CFO will in:

March – April

- Begin coordination with Academy's independent auditor in preparation for annual audit.

July – August

• Independent auditor performs audit of the closed fiscal year and prepares audit report for submission to the Audit Committee.

September-December

- Independent auditor submits to the Audit Committee the annual audit, Federal Form 990-Return of Organization Exempt from Income Tax and Form 199-California Exempt Organization Annual Information Tax Return for review.

- The Audit Committee reviews copy of audit and tax forms. The auditor, in conjunction with the CEO and CFO address any audit exceptions or adverse findings. The Audit Committee then recommends approval to the MWA Board, which votes on the matter.

- The Audit shall be completed, reviewed initially by the Audit Committee and then by the Board. Copies of each annual audit shall be submitted prior to December 15 each year to the CCCBOE (charter-granting agency), the Contra Costa County Office of Education, the Office of the State Controller, and the California Department of Education.

Not less than 120 days after expiration of an existing independent auditor engagement agreement, and in coordination with the Audit Committee, the CFO shall solicit proposals for an annual audit and develop a recommendation to the MWA Board for selection of an independent auditor. The MWA Board shall approve the engagement of the independent auditor.

C. Negotiating Funding Entitlements

The CEO or designee shall prepare a set of negotiating principles prior to engaging in negotiations over funding entitlements with the CCCBOE and State. The CEO or designee will take lead responsibility for negotiating all revenue arrangements with the CCBOE and appropriate State education agency staff.

D. Required Budget and Other Fiscal Reports

The CFO will produce and submit to the CCCBOE any and all required fiscal reports as may be required by State or federal law, or mandated by the terms of the Academy's charter. These include, but may not be limited to, attendance reports, enrollment and other data reports required by the California Basic Education Data System, and other related data.

E. Insurance

The CFO shall ensure that at all times the Academy maintains the following insurance coverage:

o Appropriate property (equipment only) insurance, with such insurance to include business interruption and casualty coverage and fire and other hazards, with replacement cost coverage for all equipment listed in the Academy's Equipment Inventory and consumables.[1]

o Liability insurance, with such insurance to include premises and MWA Board errors and omissions liability on a "claims made" form with a self-insured retention of no more than $50,000 per occurrence and a limit of no less than $25,000,000 per occurrence except that a limit of no less than $1 million annual aggregate coverage shall be obtained for MWA Board miscellaneous liability insurance.

o Crimes insurance, with such insurance to cover all Academy staff members for money and securities ($500,000 per occurrence), forgery or alteration ($500,000 per occurrence) and employee dishonestly ($1,000,000 per occurrence).

[1] Making Waves Foundation, Inc. is the owner of 4123/4133 Lakeside Drive, Richmond, CA buildings and provides the property insurance on the buildings at this location.

F. MWA Board Compensation

MWA Board members shall serve without compensation but may be reimbursed for actual and necessary expenses. Expenses for travel necessary to attending Board meetings and meetings of Board committees need not be approved in advance by the Board. All other expenses shall be approved in advance. Travel expenses reimbursed shall not exceed levels that would be subject to federal or state income tax. All expenses reimbursed shall be documented by receipts and in no event may reimbursements exceed actual expenses.

G. Fundraising, Grant Solicitation, and Donation Recognition

The CEO will be advised by the Chief Advancement Officer of MWF of fundraising or grant solicitation activities on behalf of the Academy. The CEO or designee shall be informed of any conditions, restrictions, or compliance requirements associated with the receipt of such funds, including grants or categorical programs sponsored by the State or federal government.

Adopted: April 23, 2008
Amended: April 3, 2014
Amended: September 5, 2019

CAPITAL EXPENDITURES

Definition

1. Capital

   The term capital shall mean equipment with a useful life of more than one year and valued at five thousand dollars ($5,000) or more, including actual or estimated tax, shipping and handling, and land, buildings, and improvements, other than buildings valued at five thousand dollars ($5,000) or more ***except food equipment of five hundred dollars ($500) or more***.. All items over five thousand dollars ($5,000) or ***food equipment over five hundred dollars ($500)*** with a useful life of more than one year shall be capitalized and inventoried.

2. Equipment Classified as Capital

   In addition, in order to maintain property control, the following are recorded and tracked the same as capital even though they may be less than five thousand dollars ($5,000) or have a useful life of less than a year: (1) equipment purchased with grant funds or required by the terms of the grant to be tracked as capital; (2) furnishings for new spaces; (3) cameras; (4) musical instruments; and (5) television sets, DVD units. AV projectors, computer systems (PC, keyboard, monitor, printer and hard drives) will be maintained by the Information Technology Department.

3. Capital Improvements and Expenses

   A guiding principle for distinguishing between a capital improvement and a repair and maintenance expenditure is that a capital improvement results in an improved asset. If an expenditure increases the utility or significantly extends the useful life of an asset, the expenditure should be capitalized. If an expenditure only maintains the original condition of the asset, the expenditure should be classified as an expense.

Budget: Capital Expenditures

Except in emergencies or for reasons of economy, the purchase of major pieces of equipment classified as capital shall be scheduled so that annual budgetary appropriations for capital purposes either will be of similar size or will show a continuous trend without severe fluctuations.

The Chief Financial Officer and/or Business Services designee, with the approval of the Chief Executive Officer, shall draft a capital improvements program that will project the Academy's needs for a six-year period. Individual capital projects shall be assigned priorities. The schedule shall be reviewed and updated annually. Copies shall be provided to the Academy's Board for review and approval.

Draft for Board Approval, September 5, 2019

Certain projects classified as capital improvements are under the purview of the landlord, Making Waves Foundation, which owns the Academy buildings. The cost of these projects may fall outside the 6-year budget projections.

CAPITALIZATION POLICY

I. Purpose

This accounting policy establishes the minimum cost (capitalization amount) that shall be used to determine the capital assets that are to be recorded in **Making Waves Academy's** annual financial statements (or books).

II. Capital Asset Definition

A "Capital Asset" is defined as a unit of property that: (1) has an economic useful life that extends beyond 12 months; **and** (2) was acquired or produced for a cost of $25,000 or more. Capital Assets must be capitalized and depreciated for financial statement (or bookkeeping) purposes.

III. Capitalization Thresholds

Making Waves Academy establishes $25,000 as the threshold amount for minimum capitalization. Any items costing below this amount should be expensed in **Making Waves Academy's** financial statements (or books).

IV. Capitalization method and procedure

All Capital Assets are recorded at historical cost as of the date acquired.

Tangible assets costing below the aforementioned threshold amount are recorded as an expense for **Making Waves Academy's** annual financial statements. Alternatively, assets with an economic useful life of 12 months or less are required to be expensed for financial statement purposes, regardless of the acquisition or production cost.

V. Recordkeeping

Invoice substantiating an acquisition cost of each unit of property shall be retained in accordance with the Record Retention Policy.

Draft for Board Approval, September 5, 2019

Appendix A

MWA Board of Directors' Code of Ethics
and Commitment Form

MWA Mission

Making Waves commits to rigorously and holistically preparing students to gain acceptance to and graduate from college to ultimately become valuable contributors to the workforce and their communities.

Role of Governance

Governance plays an important role in contributing to the overall success of the school and insuring that the goals and mission of Making Waves Academy are met. To this end, it is important that Board Members adhere to the expectations presented below. Board Members are expected to review and sign the Commitment Form annually for the duration of their membership on the Board.

- Board Members will be team players and consider what is best for the school through the lens and framework of achieving the mission and its intended impact.
- Board Members will model appropriate and professional communication and behavior for MWA administration, faculty, and staff.
- Board Members make Making Waves Academy one of their top philanthropic priorities for their length of service on the Board.
- Board Members make an annual financial contribution to MWA based on their individual capacity to give.
- Board members are willing to serve on a Board Committee based on their expertise and availability to participate.
- Board Members attend at least one MWA event over the course of a school year.
- Board Members attend all Board Meetings and communicate directly to the Board Chair if they cannot attend.

Board Member:_____ Date: _____

Signature: _____

Updated 3/16/18

Draft for Board Approval, September 5, 2019

Appendix B

Conflict of Interest Disclosure Statement

This Conflict of Interest Disclosure Statement is intended to help the charter school's officers and members of the Board of Directors ensure that they are not compromising their ability to act in the charter school's best interest by placing themselves in a position of an actual or potential conflict of interest. Please initial following Item A or Item B, whichever is appropriate, and provide a detailed explanation if you answered Item B (attach additional sheets if necessary). Please review the Conflicts of Interest Policy when completing these items.

Item A: I am not aware of any relationship or interest or situation involving myself or my immediate family or any entity with which I am affiliated that might result in a conflict of interest between me and the charter school.

Initial Here: _____

Item B: There may be relationships or interests or situations involving myself or my immediate family or any entity with which I am affiliated that either currently or is likely to result in a conflict of interest between me and the charter school.

Initial Here: _____

_____

_____

_____

_____

Immediate family is an individual's brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law.

Item C: I am a board member, a committee member, an officer or an employee of the following organization(s) which may present a real or potential conflict:

_____

_____

I have read and understand the charter school's conflicts of interest policy and agree to be bound by it. I will promptly inform the Board of Directors of any material change that develops in the information contained in the foregoing statement.

_____ _____ _____

Typed/Printed Name Signature Date

Draft for Board Approval, September 5, 2019

Coversheet

New Board Policy 13 - MWA Gift Acceptance Policy

Section: IV. Action Items
Item: G. New Board Policy 13 - MWA Gift Acceptance Policy
Purpose: Vote
Submitted by:
Related Material: Board Policy 13 - MWA Gift Acceptance Policy.docx

DRAFT for Board Approval, September 2019

GIFT ACCEPTANCE POLICY

of

MAKING WAVES ACADEMY

Approved by the Board of Directors _____

1. Policy and Purposes

This Policy represents the policy of Making Waves Academy ("MWA") governing the solicitation and acceptance of gifts by MWA. The MWA Board of Directors (the "Board") and MWA staff and in-kind MWF staff solicit current and deferred gifts from individuals, corporations, foundations and others for purposes that will further and fulfill MWA's mission. Purposes of this Policy include: (a) guidance for the Board, officers, staff and other constituencies with respect to their responsibilities concerning gifts to MWA; and (b) guidance to prospective donors and their professional advisors when making gifts to MWA. The provisions of this Policy shall apply to all gifts received by MWA.

Notwithstanding the foregoing, MWA reserves the right to revise or revoke this Policy at any time, and to make exceptions to the Policy.

The mission of MWA is to rigorously and holistically prepare students to gain acceptance to and graduate from college to ultimately become valuable contributors to the workforce and their communities.

2. General Policy

MWA shall not accept gifts that:

- Violate the terms of MWA's organizational documents;
- Would jeopardize MWA's status as an exempt organization under federal or state law;
- Are too difficult or expensive to administer;
- Are for purposes that do not further MWA's objectives; or
- Could damage the reputation of MWA.
- Originate from an entity whose primary business is the manufacture or sale of firearms as defined in 18 U.S. Code §921 or tobacco products or alcoholic beverages or marijuana.".

Subject to Section 3. below, all final decisions on the acceptance or refusal of a gift, shall be made by the Making Waves Academy Board.

3. Policy Regarding Specific Types of Gifts

A. Gifts Generally Accepted Without Review (Unrestricted Gifts of Cash).

MWA will accept unrestricted gifts of cash without prior review by the Board, provided that, for donations of $500,000 or more from other than current or former Board members or prior donors, the identity of the donor has been vetted with respect to any reputational or policy issues. Unrestricted gifts of cash are acceptable in any form. Checks shall be made payable to MWA.

B. Gifts Subject to Governing Body Review Prior to Acceptance.

All gifts, other than unrestricted gifts of cash or publicly traded securities, or gift opportunities previously published (restricted gifts) must be reviewed by the CEO and Board President, prior to acceptance, unless the Board authorizes certain de minimis gifts or categories of gifts to be accepted without its review. The following guidelines also apply:

(1) Tangible Personal Property:

The Board shall review and decide whether to accept gifts of tangible personal property valued in excess of $20,000 by considering the following factors:

i. Whether the property furthers the mission of MWA;
ii. The marketability of the property;
iii. The restrictions on the use, display, or sale of the property; and
iv. Carrying costs and possible liability for the property.

(2) Marketable Securities:

i. Unrestricted marketable securities may be transferred to an account maintained by MWA at one or more brokerage firms or delivered physically with the transferor's signature or stock power attached. All marketable securities shall normally be sold as soon as practical following receipt.
ii. If the marketable securities are restricted by applicable securities laws, the Board shall make the final determination on the acceptance of the restricted securities.

(3) Closely-Held Securities:

Closely-held securities, including debt and equity positions in non-publicly traded companies, interests in LLPs and LLCs, or other ownership forms, can be accepted subject to the approval of the Board. The Board shall review and decide whether to accept closely held securities based on the following factors:

i. Restrictions on the security that would prevent MWA from ultimately converting the securities to cash;

ii. The marketability of the securities; and

iii. Any undesirable consequences for MWA from accepting the securities.

If potential problems arise on initial review of the security, further review and recommendation by an outside professional may be sought before making a final decision on acceptance of the gift. The final determination on the acceptance of closely held securities shall be made by the Board with advice of legal counsel when deemed necessary. Non-marketable securities shall be sold as quickly as possible.

(4) Bequests:

Donors may make bequests to MWA under their wills and trusts. A bequest will not be recorded as a gift until the gift is irrevocable. When the gift is irrevocable, but is not due until a future date, the gift will be recorded in accordance with GAAP.

(5) Charitable Remainder Trusts:

MWA may accept designations as remainder beneficiary of a charitable remainder trust. MWA shall not accept appointment as trustee of a charitable remainder trust.

(6) Charitable Lead Trusts:

MWA may accept designations as income beneficiary of a charitable lead trust. MWA shall not accept an appointment as trustee of a charitable lead trust.

(7) Retirement Plan Beneficiary Designations:

MWA may accept designations as beneficiary of donors' retirement plans. Designations will not be recorded as gifts until the gift is irrevocable. When the gift is irrevocable, the gift will be recorded in accordance with GAAP.

(8) Life Insurance:

MWA may accept designations as beneficiary and owner of a life insurance policy. The life insurance policy will be recorded as a gift once MWA is named as both beneficiary and irrevocable owner of a life insurance policy. The gift shall be valued in accordance with GAAP rules. If the donor contributes future premium payments, MWA will include the entire amount of the additional premium payment as a gift in the year that it is made. If the donor does not elect to continue to make gifts to cover premium payments on the life insurance policy, MWA may:

i. Continue to pay the premiums;
ii. Convert the policy to paid up insurance, or
iii. Surrender the policy for its current cash value.

Donors may name MWA as beneficiary or contingent beneficiary of their life insurance policies. Designations will not be recorded as gifts until the gift is irrevocable. Where the gift is irrevocable, the gift shall be recorded in accordance with GAAP.

(9) Real Estate:

Gifts of real estate may include developed property, undeveloped property, or gifts subject to a prior life interest.

Environmental Review*.* Prior to acceptance of real estate, MWA shall require an initial environmental review of the property to ensure that the property has no environmental problem. If the initial inspection reveals a potential problem, MWA shall retain a qualified inspection firm to conduct an environmental audit. The cost of the environmental audit shall be an expense of the potential donor.

Title Binder*.* A title binder shall be obtained by MWA prior to the acceptance of the real property gift when appropriate. The cost of this title binder shall be an expense of the potential donor.

Factors for Acceptance. The Board shall review and decide whether to accept real property based on the following factors:

i. Whether the property is useful for the purposes of MWA;

ii. The marketability of the property;

iii. Any encumbrances, leases, restrictions, reservations, easements, or other limitations associated with the property;

iv. Any carrying costs associated with the property, including insurance, property taxes, mortgages, notes or other costs;

v. Any concerns which the environmental audit revealed.

(10) Remainder Interests in Property:

The Board of MWA will accept a remainder interest in a personal residence, farm, or vacation property subject to the provisions of this Section 3. The donor or other occupants may continue to occupy the real property for the duration of the stated life. At the death of the life tenant(s), MWA may use the property or reduce it to cash. Expenses for maintenance, real estate taxes, and any property indebtedness shall be paid by the donor or primary beneficiary.

(11) Restricted Gifts:

A gift with restrictions will be accepted only if and when the restrictions are approved by the Board of MWA or the acceptance of a series of named restricted gift opportunities has been previously submitted and accepted by the Board.

(12) Named Funds – Reserved

4. Additional Provisions

A. Gift Agreements.

Where appropriate, MWA shall enter into a written and signed gift agreement with the donor, specifying the terms of any restricted gift, which may include provisions regarding donor recognition for any gifts in the amount of $100,000 or more. If the restricted gift is less than $100,000, an email exchange between the donor and a representative staff person or Board member confirming the gift intention and its use will suffice.

B. Pledge Agreements.

Acceptance by MWA of pledges by donors of future support of MWA (including by way of matching gift commitments) shall be contingent upon the execution and fulfillment of a written and signed charitable pledge agreement specifying the terms of the pledge, which may include provisions regarding donor recognition.

C. Fees.

MWA will not accept a gift unless the donor is responsible for (1) the fees of independent legal counsel retained by donor for completing the gift; (2) appraisal fees; (3) environmental audits and title binders (in the case of real property); and (4) all other third-party fees associated with the transfer of the gift to MWA.

D. Valuation of Gifts.

MWA shall record gifts received at their valuation on the date of gift, except that, when a gift is irrevocable, but is not due until a future date, the gift may be recorded at the time the gift becomes irrevocable in accordance with GAAP.

E. IRS Filings upon Sale of Gifts.

To the extent applicable, the Board shall file IRS Form 8282 upon the sale or disposition of any charitable deduction property sold within three (3) years of receipt by MWA. “Charitable deduction property” means any donated property (other than money and publicly traded securities) if the value claimed by the donor exceeds $5,000 per item or group of similar items donated by the donor to one or more donee organizations (e.g., the property listed in Section B on Form 8283). MWA shall file this form within 125 days of the date of sale or disposition of the asset.

F. Written Acknowledgement.

MWA shall provide written acknowledgement of all gifts made to MWA and comply with the current IRS requirements in acknowledgement of the gifts.

G. Changes to or Deviations from the Policy.

This Policy has been reviewed and accepted by MWA’s Board, which has the sole power to change this Policy. In addition, the Board must approve in writing any deviations from this Policy.

H. Donor Recognition.

MWA does not grant naming rights on any physical structure that is leased by or owned by Making Waves Foundation**.** The criteria for naming rights recognition of donors for gifts for MWA programmatic support must be reviewed and approved by the MWA board prior to acceptance of the gift and will be accepted only if the donor acknowledges in writing that should the program ceases to exist, no refund or permanent recognition will be provided.

Coversheet

Bell Schedules (2019-2020)

Section: IV. Action Items
Item: H. Bell Schedules (2019-2020)
Purpose: Vote
Submitted by:
Related Material: Bell Schedules.pdf

Middle School Daily Bell Schedule

	5th and 6th Grade M-Th	Minutes	Description
HR	8:05 - 8:20am	15	Attendance/Home Room
P1	8:20 - 9:50am	90	
P2	10:10 - 11:40am	90	
P3	12:15 - 1:45pm	90	
P4	1:50 - 3:00pm	70	
AS	3:00 - 3:30pm	30	Academic Support
	5th Grade Friday	**Minutes**	**Description**
P1	8:05 - 9:05am	60	Attendance
P2	9:10 - 9:55am	45	
P3	10:00 - 10:45am	45	
P4	10:50 - 11:35am	45	
P5	12:25 - 1:10pm	45	
P6	1:20 - 2:05pm	45	Community Building
	6th Grade Friday	**Minutes**	**Description**
HR	8:05 - 8:20am	15	Attendance/Home Room
P1	8:20 - 9:05am	45	
P2	9:10 - 9:55am	45	
P3	10:00 - 10:45am	45	
P4	10:50 - 11:35am	45	
P5	12:25 - 1:10pm	45	
P6	1:15 - 2:05pm	50	Community Building
	7th and 8th Grade M-Th	**Minutes**	**Description**
P1	8:05 - 9:35am	90	Attendance
P2	9:40 - 11:10am	90	
P3	11:45 - 1:15pm	90	
P4	1:35 - 2:45pm	70	
P5	2:50 - 3:30pm	40	Academic Support
	7th and 8th Grade Friday	**Minutes**	**Description**
HR	8:05 - 8:20am	15	Attendance/Home Room
P1	8:20 - 9:05am	45	
P2	9:10 - 9:55am	45	
P3	10:00 - 10:45am	45	
P4	10:50 - 11:35am	45	
P5	11:40 - 12:25pm	45	
P6	1:15 - 2:05pm	50	Community Building

Powered by BoardOnTrack

Upper School Daily Bell Schedule

Monday	Tuesday	Time	Minutes
P1	P2	8:05-9:00	55
P2	P3	9:05-10:00	55
Break	Break	10:00-10:10	10
P3	P4	10:15-11:10	55
P4	P5	11:15-12:10	55
Lunch	Lunch	12:10-12:50	40
Advisory	Advisory	12:55-1:30	35
P5	P6	1:35-2:30	55
P6	P1	2:35-3:30	55

Wednesday Block A	Thursday Block B	Time	Minutes
P3	P4	8:05-9:40	95
Break	Break	9:40-9:50	10
P1	P6	9:55-11:30	95
Lunch	Lunch	11:30-12:05	35
Marlin Hour	Marlin Hour	12:10-1:40	90
Break	Break	1:40-1:50	10
P2	P5	1:55-3:30	95

Friday A	Time	Minutes
P5	8:05-8:45	40
P6	8:50-9:30	40
P1	9:35-10:15	40
P2	10:20-11:00	40
Lunch	11:00-11:30	30
P3	11:35-12:15	40
P4	12:20-1:00	40
Community	1:05-2:00	55

Friday B	Time	Minutes
Community	8:05-9:00	55
P5	9:05-9:45	40
P6	9:50-10:30	40
P1	10:35-11:15	40
Lunch	11:15-11:45	30
P2	11:50-12:30	40
P3	12:35-1:15	40
P4	1:20-2:00	40

Coversheet

CircleUp Education Agreement

Section: IV. Action Items
Item: I. CircleUp Education Agreement
Purpose: Vote
Submitted by:
Related Material:
Service Agreement - Making Waves Academy - Diversity & Inclusion Committee Consulting.pdf



Service Agreement

Diversity Uncovered™ Organizational Solutions

Diversity & Inclusion Committee Consulting

Prepared For
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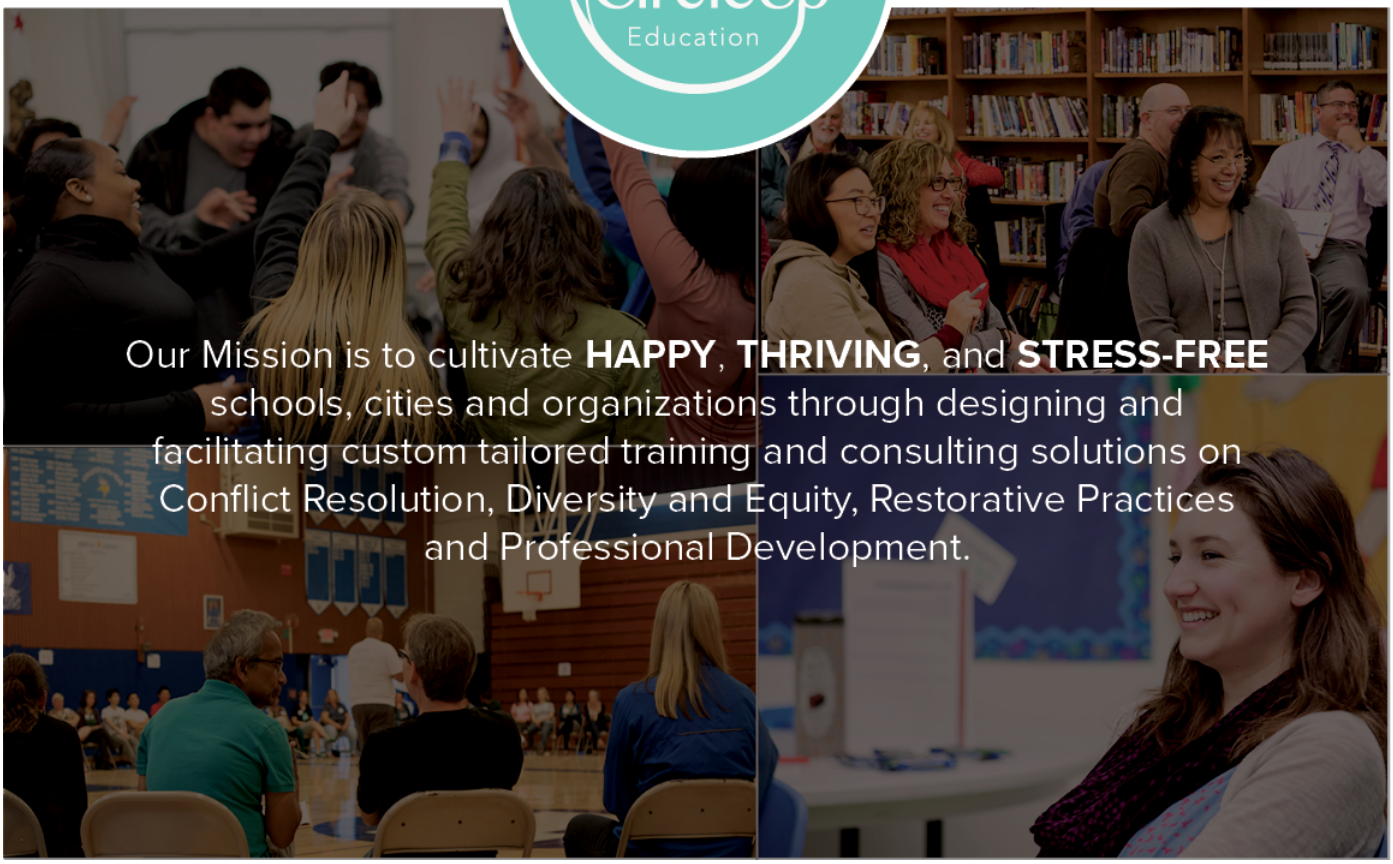
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Service Agreement
Attachment A



About Us



Experience Our Effective & Innovative Approaches



We're Trusted & Proven To Make A Difference



Jefferson Elementary School District



Jefferson Union High School District



Fremont Unified School Disctrict



Gilroy Unified School District



Hayward Unified School District



Milpitas Unified School District



Pacifica School District



Language Academy of Sacramento



Oakland Unified School District



San Jose Unified School Dsstrict



Fremont Unified School Disctrict



Tamalpaid Union High School District



Bayshore School District



Aspire Public Schools



Making Waves Academy



West Valley-Mission Community College District



University of California, Davis



University of California, Berkeley



University of California San Francisco



University of California San Francisco

Expect Excellence



We Customize Everything For YOU

Your workplace is unique. You deserve specialized consulting, training, keynote presentations and curriculum services that reflect your diverse community. We work intimately with you to understand the roots of your needs to produce laser-focused outcomes that make a lasting impact.

We Dive Deep Beyond The Surface

Change requires looking critically and compassionately at our values, identity, behaviors and cultural norms. CircleUp Education's trainers and presenters take time to create safe and engaging training spaces that allow for courageous conversations while using innovative approaches to help you identify and process the challenges impacting your community.





We Use Proven Strategies

We weave experiential learning, lecture presentations and small group learning strategies into all of our services. All of our content is research-based, field-tested and reflects the most recent advancements in our field.

Our Trainers



Your experience means everything to us, so we tailor our training and consulting solutions, creating a feeling of personalization. This is reflected through the high standard of excellence and engagement of our trainers and presenters.
Our trainers and presenters:

- Are laser-focused and detail oriented
- Have academic backgrounds and interdisciplinary expertise related to: workplace culture, mindfulness, education, equity, conflict resolution and critical race theory.
- Attend ongoing training to hone their teaching and consulting skills.
- Conduct field research that enriches their ability to apply their knowledge within organizations and communities.

Learn more about CircleUp Education and our trainers HERE

Relevant Experience

Overview Of Recent Work

538 trainings on Diversity, equity and implicit bias within the last 4 years

- Trained more than **10,000 adults in Preschool & K-12 schools, universities, cities and companies throughout the Bay Area and the country.**
- Designed over **300 custom trainings** to meet the specific diversity, equity and inclusion needs of our clients.
- Led over **20 teams and committees** to develop their very own Diversity & Inclusion Strategies, Plans and Programs using thought-provoking coaching, consulting and capacity building services.

Diversity & Inclusion School Climate Implementation

Project Description

- CircleUp Education is working with Jefferson Union High School District to implement school and district climate initiatives in order to address the educational systemic inequities effecting students, staff and families.
- CircleUp Education has facilitated Diversity, Equity and Implicit Bias Trainings and workshops for the JUHSD **Board of Trustees**, District and Site Administrators, and staff at 4 out of **5 of its comprehensive high schools.**
- CircleUp Education also provides strategic **thought partnership** to all five **School Climate Equity Committees** in the district, as well as district officials to use **data-informed strategies** to identify and recommend sustainable solutions to address each school's unique challenges around diversity and inclusion.
- CircleUp Education's work with each school has included collecting staff and student diversity assessments, leading processes to allow each committee to develop an inspiring vision, mission and goals that they will be execute within the next 3 years.
- CircleUp Education's work is already showing success in each of the school's school **climate comparison date.**

Diversity & Inclusion Program Development

Port of Oakland | 2018-Present

Project Description

- In 2018, the Port of Oakland approached CircleUp Education with the desire of developing a Diversity & Inclusion Program that would lead to long lasting change in which all employees felt welcomed, heard and valued.
- CircleUp Education assisted the Port of Oakland with laying the foundation for a Diversity and Inclusion Program. This included creating creating a **D&I logo**, designing internal **marketing materials** such as printed flyers and digital announcements, creating a diversity and inclusion **roadmap** of meetings, events, and initiatives and providing HR with coaching on best practices for creating a D&I Committee that would help lead the change.
- CircleUp Education also facilitated Port-wide trainings to all 500 Port employees to help their staff develop a common language to understand and address issues related to bias, discrimination and exclusion.
- CircleUp Education customized a workplace **assessment to specifically identify staff's perceptions around Diversity and Inclusion** and collaborated with staff to customize solutions based on the survey outcomes.
- CircleUp Education collaborates with the D&I Committee Chair to co-lead the quarterly committee meetings

School Climate Capacity Building To Promote Equity & Inclusion

Sir Francis Drake High School | 2015-Present

Project Description

- CircleUp Education trained and developed student and staff cohorts building the school's capacity to lead Restorative Relationship Building Practices, Restorative Justice Practices, and **Equity Oversight**.
- Our multi-year contract also included conducting **student focus groups** to uncover issues of **conscious and unconscious discrimination** and inequitable teaching practices impacting student performance outcomes and daily life.
- CircleUp Education also designed and facilitated diversity and inclusion trainings that included modules on **privilege and power, implicit bias, microaggressions equity** and **white fragility for staff.**
- CircleUp Education also provides **professional coaching to administrators to equitably and restorative address** equity issues using preventative and responsive practices that align with their Diversity & Inclusion school values.

School Climate & Connectedness

Bayshore Elementary School District | 2016 - Present

Project Description

- CircleUp Education has been facilitating engaging, dynamic and **thought-provoking conversations** around Diversity, Equity, and Inclusion with the Bayshore Elementary School District Staff since 2016.
- CircleUp Education currently provides training, coaching and consulting to support Bayshore teachers and administrators to introduce culturally relevant teaching practices, **transform discriminatory discipline systems**, **increase student performance**, **and foster equitable student achievement goals** using Restorative Practices that increase school connectedness and reverse the impacts of implicit bias in schools.
- Diversity & Inclusion consulting has resulted in the development of a staff climate committee, student restorative mediation program, and a student focus group to assess the experience of African American Boys at the school.

Proposed Consulting Support Steps

Step 1 - Conduct Diversity Assessments



With the Committee's help, we will conduct a workplace assessment that is designed to identify specific relationship, discrimination, and conflict resolution concerns among staff, faculty and students at Making Waves Academy.

Step 2 - Analyze Assessments



We will guide the D&I Committee through thought provoking activities to collaboratively develop their vision and mission around Diversity & Inclusion. These values will be the guide post that drives the Committee's work forward.

Step 3 - Develop D&I Vision & Mission



We will work with the Committee to review the Diversity assessment data so that we can better understand how the data impacts the current culture at Making Waves Academy and understand the root causes of what these D&I challenges are.

Step 4 - Design A Custom Roadmap



We will collaborate with the Committee to build a custom roadmap that includes important issues to address and in which order based on urgency and complexity. The roadmap will also include goals and milestones that are in alignment with the committee's Mission and Vision.

Step 5 - Provide In-depth Capacity Building to D&I committee



We will design and facilitate a Diversity Training to ensure all Diversity & Inclusion Committee members have a common language for understanding issues related to privilege, power, bias and discrimination at Making Waves Academy.

Step 6 - Lead Monthly Committee Meetings



CircleUp Education will consult with the Diversity & Inclusion Committee monthly to ensure that the Committee is actively working towards its mission and vision in a thoughtful, and meaningful way. CircleUp will also provide guidance to ensure the committee's efforts are sustainable, equitable and inclusive.

Step 7 - Reassess Diversity & Inclusion Climate



We will conduct a second staff assessment after a set amount of time and meet with the committee to compare progress. This process will help the Committee assess the impact of its current initiatives as well as identify areas to adjust and improve.

Service Agreement

This Service Agreement (“Agreement”) is made effective as of 08/30/2019 , by and between

Making Waves Academy Schools with offices located at 3220 Blume Drive, Suite 250 Richmond, CA 94806 (“Customer”) and CircleUp Education (“Contractor”) with offices located at 6731 Skyview Drive, Oakland CA 94605.

1. DESCRIPTION OF SERVICES.

On or about 08/30/2019, Contractor will begin providing the training and consulting services set forth in Attachment A, attached hereto and incorporated herein (collectively, the “Services”). Services are subject to change.

Contractor shall use its reasonable endeavors to achieve any estimates regarding any timescales or any results projected in connection with the Service. Any such estimates are targets only and are dependent upon the accuracy and completeness of the information supplied to Contractor by the Customer and third parties, the degree of assistance given by the

Customer and the manner in which any results of the Service are used. Accordingly, the Customer acknowledges and agrees that: (a) the Service may not be completed within the expected timescales or achieve the projected results; (b) Contractor's obligations relating to the Services are conditioned and dependent upon Customer's timely fulfillment of its responsibilities as set forth in this Agreement; and (c) Customer's failure to timely fulfill its responsibilities may result in additional fees and that any resulting delay in the Services or timelines shall not be attributable to Contractor. Any changes will be set forth in a Change Order in accordance with the procedure outlined in Section 3 below.

Customer acknowledges and agrees that the success of the Services and the provision of Services and deliverables are fully dependent upon Customer's timely participation and cooperation. The following assumptions are based on information provided by Customer to Contractor relating to the Services scope and Customer's current business processes as of the Effective Date of this Agreement. These assumptions have been used to compute the estimated level of effort and cost. Deviations from these assumptions are expected to lead to commensurate changes in the timeline and fees, such changes to be set forth in a Change Order in accordance with the procedure outlined in Section 3 below.

Contractor shall not be responsible for the way in which the Customer uses the Deliverables or any other output from the Service.

2. CUSTOMER'S RESPONSIBILITIES.

- Customer is responsible for providing the complete and correct definition and documentation of the business processes within scope for this engagement and implementing all business process changes required to support the engagement.
- Customer will provide appropriate work areas, including Internet access, for Contractor consultants when they are onsite.
- Customer will provide the required resources and ensure active participation. This will include, without limitation, an executive decision-maker, product / process owner(s), project leadership and management, subject matter experts and technical resources.
- Customer will facilitate scheduling and organization of workshops.
- Customer will actively participate in all workshops with process leaders, key stakeholders, engagement leadership, technical experts to define and agree on a standard process design for the Services.
- Customer will clearly describe required scope of services.
- Customer shall at all times, on reasonable request by Contractor, provide Customer information to the extent required by Contractor to perform the Services; and shall respond

to other reasonable requests and decisions required of the Customer for the effective performance of the Services.

3. CHANGE REQUEST PROCESS/CHANGE ORDERS.

Either party may initiate a written request to change the existing tasks, timeline or fees associated with the Services or any Phase thereof (each, a “Change Request”) because of a change in scope, assumptions, capability, or other new or revised information. Any Change Request signed by both parties shall be effective as of the date set forth therein (each, a “Change Order”).

Instances in which a Change Order shall be required include: (1) Customer’s requests for out of scope Services; (2) discovery of new information that requires an increase in the scope of Services; (3) failure of any of the conditions or assumptions set forth in this Agreement; (4) Customer’s failure to fulfill any of its responsibilities if such failure delays the Services or requires Contractor to incur additional time or costs in performing Services.

If the parties do not agree on a Change Order, the engagement shall proceed as originally set forth in this Agreement. If, however, the existing engagement or any specific Services cannot proceed without an executed Change Order, Contractor may suspend Services until the Change Order is executed. If a Change Order is not executed within a commercially reasonable timeframe from such suspension, Contractor may, upon written notice, terminate this Agreement, and: (a) Customer shall pay Contractor for all Services performed and deliverables provided prior to termination; (b) Contractor shall provide Customer with any Deliverables completed prior to termination; and (c) Contractor shall not be obligated to refund any prepaid fees under the terminated Agreement. In no event will Contractor be responsible for any additional Services or deliverables after such termination.

If additional charges are incurred by Contractor, and not otherwise incorporated into a Change Order, as a result of:

(i) any alteration or addition to the Service;

(ii) abortive visits to the site arising from failure or delay by the Customer in providing access to the site in accordance with this Agreement;

(iii) delays due to the Customer’s failure to provide Customer information in accordance with this Agreement; and/or;

(iv) failure or delays by the Customer in attending or arranging meetings reasonably required by Contractor in order to perform the Services,

then the Customer shall be liable to pay such additional charges to Contractor.

4. SCHEDULING POLICY.

For scheduled Services that are canceled or rescheduled by Customer with fewer than ten (10) business days' prior written notice, Customer shall be charged and pay for (a) any travel expenses that cannot be canceled or refunded, and (b) the time for which Contractor is unable to reassign the personnel to another project for the cancelled/rescheduled Services. Contractor shall not be responsible for delays due to the lack of access, facilities, cooperation or information requested by Contractor or changes to the approach or Services described in this Agreement. A normal business day is any eight (8) hour period between the hours of 8 a.m. and 6 p.m., Monday through Friday local time, excluding Public Holidays. For scheduled Services that are canceled or rescheduled by Customer with fewer than 5 (five) business days' prior written notice, Customer shall be charged and pay for the full amount of Services scheduled for such day(s) cancelled.

5. PAYMENT.

All amounts are dues in accordance with Attachment A and shall be paid in accordance with this Section 5. Based on the scope, conditions and assumptions set forth herein, the Services shall be performed on a time and materials basis and invoiced monthly following the provision of Services.

Customer shall pay each invoice in full within thirty (30) days after the date of invoice. Late payments shall accrue interest at a rate of one and one-half percent (1.5%) per month or the legal maximum interest rate, whichever is lower. If Customer is delinquent in payment of amounts owed hereunder, Contractor may give notice to Customer of such delinquency and, in such case, Customer shall cure the delinquency within fifteen (15) days from the date of Contractor's written notice. If Customer fails to cure the delinquency Contractor may suspend the Services or terminate this Agreement for cause in accordance with Section 6 (Term and Termination), in addition to other rights and remedies available.

All payments required by this Agreement are stated exclusive of all taxes, duties, levies, imposts, fines or similar governmental assessments including sales and use taxes, value-added taxes ("*VAT*"), goods and services taxes ("*GST*"), excise, business, service, and similar transactional taxes imposed by any jurisdiction and the interest and penalties thereon

(collectively, "*Taxes*"). Customer shall be responsible for and bear Taxes associated with its purchase of, payment for, access to or use of the Services. If Customer is a tax-exempt entity or claims exemption from any Taxes under this Agreement, Customer shall provide a certificate upon execution of this Agreement and, after receipt of valid evidence of exemption, Contractor shall not charge Customer any Taxes from which it is exempt. If Contractor is required to invoice or collect Taxes associated with Customer's purchase of, payment for, access to or use of the Services, Contractor will issue an invoice to Customer including the amount of those Taxes, itemized where required by law.

Customer shall pay all costs of collection, including without limitation, reasonable attorney fees. In addition to any other right or remedy provided by law, if Customer fails to pay for the Services when due, Contractor has the option to treat such failure to pay as a material breach of this Agreement, and may cancel this Agreement and/or seek legal remedies as set forth above and in accordance with Section 6.

6. TERM AND TERMINATION.
This Agreement will become effective on the Effective Date and will continue until terminated by either party in accordance with this Section 6 (the "Term"). Each party may terminate this Agreement in its entirety either: (i) upon thirty (30) days' prior written notice to the other party, if at the time of notice all Services are completed; or (ii) upon written notice if the other party becomes the subject of a petition in bankruptcy or any proceeding related to its insolvency, receivership or liquidation, in any jurisdiction, that is not dismissed within sixty (60) days of its commencement or an assignment for the benefit of creditors. Either party may terminate this Agreement upon written notice if the other party materially breaches this Agreement and does not cure the breach within thirty (30) days after receiving written notice thereof from the non-breaching party.

7. EFFECT OF TERMINATION. Upon termination of this Agreement for any reason: (i) Contractor will immediately cease performing Services under this Agreement; and (ii) all obligations of the parties shall terminate except that Sections 2, 5, 6, 7, 8, 9 , 10.2, 11-22 will survive. Termination of this Agreement by a party will not act as a waiver of any breach of this Agreement and will not act as a release of liability under this Agreement.

8. INTELLECTUAL PROPERTY.
8.1 Contractor Intellectual Property. As between Contractor and Customer, all rights, title, and interest in and to all intellectual property rights in Contractor IPR is owned exclusively by Contractor notwithstanding any other provision in this Agreement. Except as expressly provided

in this Agreement, Contractor reserves all rights in Contractor IPR and does not grant Customer any rights, express or implied or by estoppel.

"Contractor IPR" means: (a) documentation, templates, manuals, materials, ideas, processes, methodologies, formulas, techniques, works of authorship, trade secrets, copyrights, tradenames, masks works, patents, design rights, trade dress, know-how (whether patentable or not), owned, created, or discovered prior to or separately from the work performed under this Agreement by Contractor or otherwise arising (in any form or format) out of the performance of the services provided under this Agreement; (b) updates, improvements, configurations, extensions, and derivative works of the foregoing and related technical or end user documentation or manuals; and (c) intellectual property anywhere in the world relating to the foregoing

Contractor is in the business of providing consulting services drawing upon the knowledge, understanding and expertise Contractor has gained in the course of working with many other customers. Nothing in this Agreement shall assign rights in or limit Contractor's use of any know-how or knowledge pertaining to the Contractor intellectual property rights or technology. Contractor shall have a fully-paid, royalty-free, worldwide, non-exclusive, transferable, sub-licensable, irrevocable, perpetual right to use any suggestions, enhancements, recommendations or other feedback provided by Customer and its users relating to the Contractor's product or services.

8.2 Feedback. Contractor encourages Customer to provide suggestions, proposals, ideas, recommendations or other feedback regarding improvements to Contractor's services and related resources. To the extent Customer provides such feedback, Customer grants to Contractor a royalty-free, fully paid, sub-licensable, transferable (notwithstanding Section 22 (Assignment)), non-exclusive, irrevocable, perpetual, worldwide right and license to make, use, sell, offer for sale, import and otherwise exploit feedback (including by incorporation of such feedback into the Contractor IPR) without restriction.

9. CONFIDENTIALITY.

9.1 Confidentiality Obligations. The recipient of Confidential Information shall: (i) at all times protect it from unauthorized disclosure with the same degree of care that it uses to protect its own confidential information, and in no event using less than reasonable care; and (ii) not use it except to the extent necessary to exercise rights or fulfill obligations under this Agreement. Each party shall limit the disclosure of the other party's Confidential Information to those of its employees and contractors with a need to access such Confidential Information for a party's exercise of its rights and obligations under this Agreement, provided that all such employees

and contractors are subject to binding disclosure and use restrictions at least as protective as those set forth herein. Each party's obligations set forth in this Section 9 shall remain in effect during the term and three (3) years after termination of this Agreement. The receiving party shall, at the disclosing party's request or upon termination of this Agreement, return all originals, copies, reproductions and summaries of Confidential Information and other tangible materials and devices provided to the receiving party as Confidential Information, or at the disclosing party's option, certify destruction of the same.

9.2 Required Disclosures. A party may disclose the disclosing party's Confidential Information to a court or governmental body pursuant to a valid court order, law, subpoena or regulation, provided that the receiving party: (a) promptly notifies the disclosing party of such requirement as far in advance as possible to the extent advanced notice is lawful; and (b) provides reasonable assistance to the disclosing party in any lawful efforts by the disclosing party to resist or limit the disclosure of such Confidential Information.

9.3 Equitable Remedies. The parties agree that the receiving party's disclosure of Confidential Information except as provided herein may result in irreparable injury for which a remedy in money damages may be inadequate. The parties further agree that in the event of such disclosure or threatened disclosure, the disclosing party may be entitled to seek an injunction to prevent the breach or threatened breach without the necessity of proving irreparable injury or the inadequacy of money damages, in addition to remedies otherwise available to the disclosing party at law or in equity.

10. WARRANTY.

10.1 Contractor warrants that the Services will be performed in a competent and workmanlike manner in accordance with accepted industry standards and practices and all material requirements set forth in this Agreement. Customer shall notify Contractor in writing of any breach within thirty (30) days after performance of the non-conforming Services. Upon receipt of such notice, Contractor, at its option, shall either use commercially reasonable efforts to re-perform the Services in conformance with these warranty requirements or shall terminate the affected Services and refund to Customer any amounts paid for the non-conforming Services.

10.2 THIS SECTION SETS FORTH CUSTOMER'S EXCLUSIVE RIGHTS AND REMEDIES (AND CONTRACTOR'S SOLE LIABILITY) IN CONNECTION WITH THIS WARRANTY. EXCEPT FOR THE WARRANTIES EXPRESSLY STATED IN THIS AGREEMENT, THE SERVICES PROVIDED HEREUNDER AND ANY ACCOMPANYING DELIVERABLE ARE PROVIDED "AS-IS" WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND AND, TO THE MAXIMUM EXTENT ALLOWED BY LAW, CONTRACTOR DISCLAIMS ALL

WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING WARRANTIES ARISING UNDER STATUTE, WARRANTIES OF MERCHANTABILITY, ACCURACY, TITLE, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES ARISING FROM USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CONTRACTOR SPECIFICALLY DOES NOT WARRANT THAT THE SERVICES AND ANY ACCOMPANYING DELIVERABLES WILL MEET THE REQUIREMENTS OF CUSTOMER OR OTHERS OR THAT THEY WILL BE ACCURATE OR OPERATE WITHOUT INTERRUPTION OR ERROR.

11. LIMITATIONS OF LIABILITY.

11.1 Limitation of Liability. TO THE EXTENT PERMITTED BY LAW, THE TOTAL, CUMULATIVE LIABILITY OF EACH PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT AND THE SERVICES PROVIDED HEREUNDER WHETHER BY CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL BE LIMITED TO THE AMOUNTS PAID BY CUSTOMER FOR THE SERVICES GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT ENLARGE THIS LIMIT. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO: (1) BODILY INJURY OR DEATH; (2) BREACH OF A PARTY'S CONFIDENTIALITY OBLIGATIONS SET FORTH IN SECTION 9; (3) INFRINGEMENT BY A PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS; AND (4) CUSTOMER'S OBLIGATION TO PAY AMOUNTS OWED FOR SERVICES PROVIDED HEREUNDER OR TAXES APPLIED THERETO.

11.2 Exclusion of Damages. TO THE EXTENT PERMITTED BY LAW, NEITHER CONTRACTOR NOR CUSTOMER SHALL BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR LOST PROFITS (WHETHER DIRECT OR INDIRECT) OR LOSS OF USE OR DATA, COVER, SUBSTITUTE GOODS OR SERVICES, OR FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGE TO BUSINESS, REPUTATION OR GOODWILL), OR INDIRECT DAMAGES OF ANY TYPE HOWEVER CAUSED, WHETHER BY BREACH OF WARRANTY, BREACH OF CONTRACT, IN TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL OR EQUITABLE CAUSE OF ACTION, EVEN IF SUCH PARTY HAS BEEN ADVISED OF SUCH DAMAGES IN ADVANCE OR IF SUCH DAMAGES WERE FORESEEABLE. THE FOREGOING EXCLUSIONS SHALL NOT APPLY TO: (1) BODILY INJURY OR DEATH; AND (2) INFRINGEMENT BY A PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY

RIGHTS AND (3) BREACH OF A PARTY'S CONFIDENTIALITY OBLIGATIONS SET FORTH IN SECTION 9.

12. FORCE MAJEURE.
No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (excluding Customer's failure to pay amounts owed when due), when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including without limitation, acts of God, collapse of building structures, fires, floods, storms, earthquakes, epidemics or similar events, natural disasters or extreme adverse weather conditions, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, terrorism or wars, or strikes, riots, civil commotion, lock-outs, work stoppages. The accused party shall use reasonable efforts under the circumstances to remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased.

13. DISPUTE RESOLUTION. The parties will attempt to resolve any dispute out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure. Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

14. RELATIONSHIP OF THE PARTIES.
The parties are independent contractors. Nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship. Neither party shall have any right or authority to assume or create any obligation of any kind expressed or implied in the name of or on behalf of the other party.

15. ENTIRE AGREEMENT.
This Agreement, including any Attachment A, contains the entire and final agreement between the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement and supersedes all prior or contemporaneous oral or written agreements, representations, understandings, undertakings

and negotiations with respect to the subject matter hereof. This Agreement supersedes any prior written or oral agreements between the parties. The terms of this Agreement apply to the exclusion of any other terms that Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. Any purchase order submitted by Customer is for Customer's internal purposes only and its terms and conditions are superseded and replaced by this Agreement, and the purchase order terms and conditions have no force or effect. Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Contractor that is not set out in this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed to be an original.

16. SEVERABILITY.

If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

17. AMENDMENT.

This Agreement may be modified or amended in writing by mutual agreement between the parties, if the writing is signed by the party obligated under the amendment.

18. GOVERNING LAW.

This Agreement shall be governed by the laws of the state of California, without regard to its conflict of laws principles. The parties hereby irrevocably consent to the exclusive jurisdiction of, and venue in, any federal or state court of competent jurisdiction located in Alameda County, California, for the purposes of adjudicating any dispute arising out of this Agreement. Each party hereto expressly consents to service of process by registered mail. To the extent permitted by law, choice of law rules and the United Nations Convention on Contracts for the International Sale of Goods shall not apply. Notwithstanding the foregoing, either party may at any time seek and obtain appropriate legal or equitable relief in any court of competent jurisdiction for claims regarding such party's intellectual property rights.

19. NOTICE.

Except as otherwise provided herein, all notices shall be in writing and deemed given upon: (i) personal delivery; (ii) when received by the addressee if sent by a recognized overnight courier (receipt requested); (iii) the second business day after mailing; or (iv) the first business day after

sending by email with confirmation of receipt. Notices shall be sent to the parties as set forth on the signature page of this Agreement or as subsequently updated in writing

20. WAIVER OF CONTRACTUAL RIGHT.

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. A waiver of any right is only effective if it is in writing and only against the party who signed such writing and for the circumstances given.

21. ASSIGNMENT.

Neither party may assign its rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior written consent of the other party. Notwithstanding the foregoing, either party may, upon notice and without the other party's consent in connection with a merger, reorganization or sale of all or substantially all of the assets or equity of such party, assign this Agreement in its entirety to such party's successor. Any attempted or purported assignment in violation of this Section 21 will be null and void. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

22. CONSTRUCTION AND INTERPRETATION.

The rule requiring construction or interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in a mutual effort. Section headings are for convenience only and are not to be used in interpreting this Agreement.

33. INSURANCE

Prior to the beginning, and throughout the duration of services to be performed under this Agreement, CircleUp shall, at its sole cost and expense, maintain the following insurance:

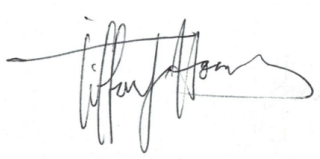
(A) **Commercial General Liability Insurance** which shall be written on an occurrence basis and be at least as broad as the latest version of ISO form CG 00 01 with limits of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Such policy shall include Broad Form Contractual Liability coverage and be endorsed to name Making Waves Academy, its officers, employees, agents, and volunteers as additional insured.

(B) **Workers' Compensation Insurance** with statutory limits, and **Employer's Liability insurance** with limits of not less than $1,000,000 per accident or disease. The Workers'

Compensation policy shall be endorsed with a waiver of subrogation in favor of Making Waves Academy.

(C) **Professional Liability Insurance (Errors & Omissions Liability)** covering the services to be performed under this Agreement with limits of not less than $1,000,000 per occurrence or claim

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Making Waves Academy Schools	CircleUp Education
Individual Signing:	Tiffany Hoang
	
	Co-founder
	08/30/2019

Attachment A

CircleUp Service	Price	QTY	Subtotal
Customized In-depth Diversity Training for D&I Committee **Training Description** The Diversity Uncovered™ is the perfect ***interactive introduction to Diversity, inclusion and equity*** education for school communities. This training is designed to take staff on a journey to develop a common language to identify and address challenges related to prejudice and discrimination in their school. During the training, participants will: • Reflect on the tension and awkwardness surrounding fears, reservations and concerns associated with conversations about prejudice, discrimination and inequities in the school community. • Develop common language and understanding of diversity, inclusion, and equity key terms and concepts in order to prevent misunderstandings and conflict. • Deeply explore implicit bias and microaggressions that show up in their unique school community. • Develop an awareness of the difference between ***conscious and intention discrimination*** **versus** ***unconscious and unintentional discrimination.*** • Uncover 5 highly effective tips to address microaggressions in your school. • Additional topics may include: **institutionalized bias, internalized discrimination, privilege and power.**	$3,695.0	1	$3,695.0
Diversity Uncovered™ Workplace Inclusion, Equity, Conflict Assessment Operationalizing equity, inclusion and diversity awareness starts with identifying the **"Pain Points"**, or **interpersonal and structural issues** that exist in your workplace. The Diversity Uncovered™ Workplace Inclusion, Equity, Conflict Assessment is designed to provide task force or leadership teams with confidential employee feedback related to staff relationships, discrimination, and staff conflicts. This **10-15 minute online assessment** is paired with a visual report and analysis that identifies the specific pain points that your team can focus their time and resources on addressing. The assessment is designed to be distributed a minimum of two times per year in order to measure your groups progress in addressing inclusion, equity, and conflict issues. Some of the benefits of the workplace assessment include: • A simple and easy to use google form layout for the assessment • A detailed report that summarizes the data using charts and graphs • A detailed assessment that highlights pain paints that need to be addressed and in what order to get started. • A comparison report will be prepared during the second assessment to measure progress toward your goals.	$1,200.0	1	$1,200.0
Diversity Uncovered™ Consulting - Monthly Diversity & Inclusion Committee Meetings CircleUp Education will help steer the Diversity & Inclusion Committee as it develops its program mission, vision and direction. CircleUp's consulting	$692.0	12	$8,304.0

support will include: • Facilitate activities to support the committee in establishing norms and expectations, build cohesion, and facilitate team bonding • Explore and establish roles and responsibilities • Brainstorm and execute ideas that promote Diversity & Inclusion at Making Waves Academy • Build Capacity of committee members to be Diversity & Inclusion leaders at Making Waves Academy • Develop quarterly meeting agendas • Develop skills to analyze workplace Diversity and Inclusion data in order to identify specific challenges related to bias, exclusion, discrimination, and morale This line item includes 15 hours of consulting, or facilitation of 12 Committee Meetings that are 75 minutes each.			
Supplemental Diversity, Equity, & Inclusion Program Development Support **Service Description** Starting a workplace diversity, equity, and inclusion program is a complex and delicate process that requires good intentions, a thought-out plan, and effective rollout strategies. Our implementation experts will support you in creating, refining, and launching initiatives that balance your goals with the starting points that your team members are at on this journey. Supplemental support for diversity, equity, and inclusion program development may include the following support: • Creation or refinement of a **project plan** to launch and promote initiatives with tasks and assignees. • Professional assistance with **designing program materials** such as a logo, flyers, slogans, webpage and more. • facilitation of **student and family focus group** to asses equity and inclusion practices, effectiveness and needs. This line item includes 10-12 hours of additional consulting to develop program materials or facilitate additional services such as student and family focus groups.	$4,660.0	1	$4,660.0

Tax 1	**$0.0**
Subtotal	**$17,859.0**
Total	**$17,859.0**

Coversheet

Education Protection Account (EPA) Spending 2019-20

Section: IV. Action Items
Item: J. Education Protection Account (EPA) Spending 2019-20
Purpose: Vote
Submitted by: Hung Mai
Related Material:
EPA Spending Plan 2019-20-8.27.2019.pdf
Board Resolution-Education Protection Account 2019-20-2019.08.27-hm.pdf

BACKGROUND:
Pursuant to Article XIII, Section 36 of the California Constitute, charter school, and school districts are required to determine how the money received from the Education Protection Account will be spent in the schools within its jurisdiction. The language in the constitutional amendment requires that funds shall not be used for the salaries and benefits of administrators or any other administrative costs.

RECOMMENDATION:
It is recommended that the MWA Board adopt the Education Protection Account Resolution without fiscal impact.

Making Wave Academy

2019 – 20 Education Protection Account (EPA) Spending

Proposition 30, The Schools and Local Public Safety Protection Act of 2012, approved by the voters on November 6, 2012, temporarily increases the states sales tax rate for all taxpayers and the personal income tax rates for upper-income taxpayers.

The new revenues generated from Proposition 30 are deposited into a newly created state account called the Education Protection Account (EPA). School districts, county offices of education, and charter schools (LEAs) will receive funds from the EPA based on their proportionate share of the statewide revenue limit amount. A corresponding reduction is made to an LEA's revenue limit EPA entitlement. LEAs will receive EPA payments quarterly beginning with the 2013-14 Fiscal Year.

Proposition 30 provides that all K-14 local agencies have the sole authority to determine how the funds received from the EPA are spent, but with these provisions:

> The spending plan must be approved by the governing board during a public meeting. EPA funds cannot be used for the salaries or benefits of administrators or any other administrative costs.
>
> Each year, the local agency must publish on its Website an accounting of how much money was received from the EPA and how the funds were expended.

Making Waves Academy estimated 2019-2020 Revenue and Expenditures:

Revenue: $1,403,303

Expenditures:

- Teachers $334,711
- Student Transportation: $500,000
- Psychological Services: $568,592

Date: September 5, 2019

RESOLUTION
Making Waves Academy
Resolution Number: 2019-20-01

Education Protection Account

WHEREAS, the voters of California approved Proposition 30 on November 6, 2012; and

WHEREAS, Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012; and

WHEREAS, the provision of Article XIII, Section 36(e) create in the state General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(f); and

WHEREAS, before June 30th of each year, the Director of Finance shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer into the Education Protection Account during the next fiscal year; and

WHEREAS, if the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated into the Education Protection Account within 10days preceding the end of the fiscal year; and

WHEREAS, charter school shall have the sole authority to determine how the monies received from the Education Protection Account are spent in the school or schools within its jurisdiction; and

WHEREAS, the governing board shall make the spending determinations with respect to monies received from the Education Protection Account in open session of a public meeting of the governing board; and

WHEREAS, the monies received from the Education Protection Account shall not be used for salaries or benefits for administrators or any other administrative cost; and

WHEREAS, each charter school shall annually publish on its Internet website an accounting of how much money was received from the Education Protection Account and how that money was spent; and

WHEREAS, the annual independent financial and compliance audit shall ascertain and verify whether the funds provided from the Education Protection Account have been properly disbursed and expended as required Article XIII, Section 36 of the California Constitution; and

WHEREAS, expenses incurred by charter school to comply with the additional audit requirements of Article XIII, Section 36 may be paid with funding from the Education Protection Account and shall not be considered administrative costs for purposes of Article XIII, Section 36.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of Making Waves Academy; and

2. In compliance with Article XIII, Section 36(e) of the California Constitution, the governing board of Making Waves Academy has determined to spend the monies received from Education Protection Account as attached.

PASSED AND ADOPTED by the Governing Board of Making Waves Academy on September 5, 2019.

I, Maricela Navarro, Secretary of the Board of Making Waves Academy, do hereby certify that the foregoing is a full and correct copy of a resolution duly passed and adopted by said Governing Board at a regularly called and conducted meeting held on said date:

_____

Marcicela Navarro, Secretary of Governing Board
Making Waves Academy

Coversheet

Unaudited Actuals (2018-2019)

Section: IV. Action Items
Item: K. Unaudited Actuals (2018-2019)
Purpose: Vote
Submitted by: Hung Mai
Related Material: Central Office Unaudited Actuals 2018-19.pdf
MWA Unaudited Actuals 2018-19 State Format.pdf
Executive Summary 2018-19 Unaudited Actuals-8.14.19.pdf

BACKGROUND:
Each year Making Waves Academy must file 2018-19 Unaudited Actuals Financial Report with Contra Costa County Office of Education and the California Department of Education. This report reflects the financial activities of Making Waves Academy by the major object of revenue and expense.

RECOMMENDATION:
To review and approve 2018-19 Unaudited Actuals and to file this report with the County Office.

Making Waves Academy

MWAS (Central Office)
Unaudited Actuals 2018-19
Version 1

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	A	B	D	G	J	K
1						
2	**Account #**	**Account Title**	**FY2019 2nd Interim Budget (A)**	**FY2019 Unaudited Actuals (B)**	**Variance 2nd Interim vs. Unaudited Actuals (A-B)**	**% Variance (A) vs. (B)**
3		**Income**				
4	8011	State Aid - General Apportionment	-	-	-	
5	8012	Education Protection Account Entitlem	-	-	-	
6	8096	In Lieu of Property Taxes	-	-	-	
7	8220	Child Nutrition Programs - Fed	-	-	-	
8	8290	Federal Title I - Basic Grant	-	-	-	
9	8295	Principal Training	-	-	-	
10	8296	Federal Title III - LEP	-	-	-	
11	8297	Federal Title IV, Part A - Student Support				
12	8520	Child Nutrition Programs - State	-	-	-	
13	8545	School Fac Lease Rmbsmnt SB740	-	-	-	
14	8550	Mandate Block Grand Funding CA	-	-	-	
15	8560	State Lottery	-	-	-	
16	8590	Other St Income (Arts&Music)	-	-	-	
17	8592	After School Program Grant	-	-	-	
18	8621	Measure G Parcel Tax	-	-	-	
19	8980	Donations	-	-	-	
20	8981	Scully Related Entity (SRE)	5,135,015	4,560,250	(574,765)	-11%

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	A	B	D	G	J	K
4	8011	State Aid - General Apportionment	-	-	-	
21	8986	School Supplies	-	-	-	
22	8988	In-Kind Donations		87,099	87,099	
23	8990	Contributions - Restricted			-	
24	INCO.INC	Services Allocation)	575,000	575,004	4	0%
25		**Total Income**	**5,710,015**	**5,222,353**	**(487,662)**	-9%
26						
27						
28						
29						

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	A	B	D	G	J	K
4	8011	State Aid - General Apportionment	-	-	-	
30						
31		**Expenses**				
32	1100	Teacher Salaries	-	-	-	
33	1103	Substitute Teacher Salaries	-	-	-	
34	1200	Certificated Pupil Support	-	-	-	
35	1300	Certificated Supervisor & Administrato	-	-	-	
36	1409	Certificated Special Temporary COLA	334,000	307,000	(27,000)	-8%
37	1900	Certificated Other Salaries	-	-	-	
38	2100	Classified Instructional Aide Salaries	111,376	105,415	(5,961)	-5%
39	2200	Classified Support Staff Salaries	-	-	-	
40	2300	Classified Supervisor & Administrator	2,529,816	2,361,456	(168,360)	-7%
41	2400	Classified Clerical and Office Salaries	283,795	263,491	(20,304)	-7%
42	2900	Classified Other Salaries	-	3,880	3,880	
43		**Total Salaries**	**3,258,986**	**3,041,242**	**(217,744)**	-7%
44	3101	Certificated STRS	62,302	57,346	(4,956)	-8%
45	3301	Certificated Social Security/Medicare	219,469	195,988	(23,481)	-11%
46	3401	Certificated Health & Welfare Benefits	304,184	311,905	7,721	3%
47	3501	Certificated Unemployment Insurance	16,295	15,740	(555)	-3%
48	3601	Certificated Workers Comp Insurance	42,367	31,326	(11,041)	-26%
49	3701	Certificated Retirement Match	74,319	63,095	(11,224)	-15%
50	3999	Accrued Paid Time Off	69,999	63,501	(6,498)	-9%
51		**Total Benefits**	**788,935**	**738,901**	**(50,034)**	-6%
52		**Total Salaries & Benefits**	**4,047,921**	**3,780,143**	**(267,778)**	-7%

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Making Waves Academy

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Unaudited Actuals 2018-19
Version 1

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	A	B	D	G	J	K
4	8011	State Aid - General Apportionment	-	-	-	
53						
54	4100	Approved Textbooks and Core Curricu	-	-	-	
55	4200	Books and Other Reference Materials	2,400	226	(2,174)	-91%
56	4315	Custodial Supplies	-		-	
57	4325	Instructional Materials & Supplies	-		-	
58	4330	Office Supplies	22,900	27,286	4,386	19%
59	4390	Other Food	11,200	98	(11,102)	-99%
60	4410	Furniture, Equipment & Supplies (non-	4,000	1,649	(2,351)	-59%
61	4420	Computers and IT Supplies (non-capit	48,100	19,500	(28,600)	-59%
62	4710	Student Food Services	-		-	
63	4910	Emergency Supplies	-		-	
64	4990	Contingency	101,743		(101,743)	-100%
65		**Total Supplies**	**190,343**	**48,759**	**(141,584)**	-74%
66	5210	Conference Fees	101,134	79,049	(22,085)	-22%
67	5215	Travel - Mileage, Parking, Tolls	13,136	11,259	(1,877)	-14%
68	5220	Travel - Airfare & Lodging	36,666	27,170	(9,496)	-26%
69	5225	Travel - Meals & Entertainment	15,015	4,594	(10,421)	-69%
70	5305	Professional Dues & Memberships	15,400	18,616	3,216	21%
71	5421	General Liability Insurance	-		-	
72	5510	Utilities - Gas and Electric	-		-	
73	5515	Janitorial, Gardening Services & Supp	-		-	
74	5525	Utilities - Waste	-		-	
75	5530	Utilities - Water	-		-	
76	5605	Equipment Leases and Rentals	8,000	4,943	(3,057)	-38%

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	A	B	D	G	J	K
4	8011	State Aid - General Apportionment	-	-	-	
77	5610	Occupancy Rent	140,591	140,326	(265)	0%
78	5612	Additional Facilities Use Fees	5,000		(5,000)	-100%
79	5615	Repairs and Maintenance - Building	-		-	
80	5617	Repairs and Maintenance - Non-comp	-		-	
81	5618	Repairs & Maintenance - Auto	-		-	
82	5803	Accounting Fees	11,600	11,600	-	0%
83	5804	Legal Fees	56,000	115,626	59,626	106%
84	5805	External Management and Administrat	39,025	39,025	-	0%
85	5806	County Oversight Fees	-	-	-	
86	5810	Contracted Services	286,000	399,568	113,568	40%
87	5810.001	Food Service Administration	-		-	
88	5810.002	Student Information & Assessment	60,372	32,612	(27,760)	-46%
89	5810.003	Student Transportation	-		-	
90	5810.004	Intervention & Consultation	39,250	39,241	(9)	0%
91	5810.005	Psychological Services	82,658	81,529	(1,129)	-1%
92	5810.006	Substitute Teachers	-		-	
93	5810.007	Interscholastic - Coaches	-		-	
94	5810.008	Information Technology	101,704	77,952	(23,752)	-23%
95	5810.009	Outsourced Teaching	-		-	
96	5811	College Application Fees	-		-	
97	5812	College Entrance Exams	-		-	
98	5820	Recruiting - Students	20,000	10,413	(9,587)	-48%
99	5821	Printing and Reproduction	9,500	4,939	(4,561)	-48%
100	5840	Study Trip - Entrance, Admission, & Ti	-		-	
101	5850	Staff Recruitment	148,000	144,981	(3,019)	-2%

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Making Waves Academy

MWAS (Central Office)
Unaudited Actuals 2018-19
Version 1

Printed on: 8/27/2019
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	A	B	D	G	J	K
4	8011	State Aid - General Apportionment	-	-	-	
102	5851	Professional Development	214,900	86,079	(128,821)	-60%
103	5853	Payroll Processing Fees	30,000	30,185	185	1%
104	5897	Special Ed Encroachment WCCUSD	-		-	
105	5898	Use Tax	-	476	476	
106	5905	Company Cell Phones	14,800	20,238	5,438	37%
107	5910	Internet and Wifi	20,000	11,081	(8,919)	-45%
108	5915	Postage and Delivery	1,500	543	(957)	-64%
109	5920	Landlines and Office Based Phones	-		-	
110	5992	Bank fees	1,500	1,406	(94)	-6%
111	6900	Depreciation and Amortization	-		-	
112	INCO.EXP	5895 Central Office (Shared Services Allocation)	-		-	
113		**Total Contract Services**	**1,471,751**	**1,393,451**	**(78,300)**	-5%
114						
115		**Total Other Expenses**	**1,662,094**	**1,442,210**	**(219,884)**	-13%
116						
117		**Total Expenses**	**5,710,015**	**5,222,353**	**(487,662)**	-9%
118						
119		**Net Income**	**0**	**0**		

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CHARTER SCHOOL UNAUDITED ACTUALS
FINANCIAL REPORT -- ALTERNATIVE FORM

July 1, 2018 to June 30, 2019

CHARTER SCHOOL CERTIFICATION

Charter School Name: Making Waves Academy
CDS #: 07100740114470
Charter Approving Entity: Contra Costa County of Education
County: Contra Costa
Charter #: 0868

NOTE: An Alternative Form submitted to the California Department of Education will not be considered a valid submission if the following information is missing:

For information regarding this report, please contact:

For County Fiscal Contact:	For Approving Entity:	For Charter School:
Bill Clark	Bill Clark	Alton B. Nelson, Jr.
Name	Name	Name
Deputy Superintendent	Deputy Superintendent	Chief Executive Officer
Title	Title	Title
925-942-3418	925-942-3418	510-262-1511
Telephone	Telephone	Telephone
bclark@cccoe.k12.us	bclark@cccoe.k12.us	anelson@mwacademy.org
Email address	Email address	Email address

To the entity that approved the charter school:

(X) 2018-19 CHARTER SCHOOL UNAUDITED ACTUALS FINANCIAL REPORT -- ALTERNATIVE FORM: This report has been approved, and is hereby filed by the charter school pursuant to *Education Code* Section 42100(b).

Signed: _____ Date: _____
Charter School Official
(Original signature required)

Printed Name: Alton B. Nelson, Jr. Title: Chief Executive Offi

To the County Superintendent of Schools:

(X) 2018-19 CHARTER SCHOOL UNAUDITED ACTUALS FINANCIAL REPORT -- ALTERNATIVE FORM: This report is hereby filed with the County Superintendent pursuant to *Education Code* Section 42100(a).

Signed: _____ Date: _____
Authorized Representative of
Charter Approving Entity
(Original signature required)

Printed Name: _____ Title: _____

To the Superintendent of Public Instruction:

(X) 2018-19 CHARTER SCHOOL UNAUDITED ACTUALS FINANCIAL REPORT -- ALTERNATIVE FORM: This report has been verified for mathematical accuracy by the County Superintendent of Schools pursuant to *Education Code* Section 42100(a).

Signed: _____ Date: _____

County Superintendent/Designee

(Original signature required)

CHARTER SCHOOL UNAUDITED ACTUALS

FINANCIAL REPORT -- ALTERNATIVE FORM

July 1, 2018 to June 30, 2019

Charter School Name: Making Waves Academy
CDS #: 07100740114470
Charter Approving Entity: Contra Costa County of Education
County: Contra Costa
Charter #: 0868

This charter school uses the following basis of accounting:
(Please enter an "X" in the applicable box below; check only one box)

[X] **Accrual Basis** (Applicable Capital Assets/Interest on Long-Term Debt/Long-Term Liabilities/Net Position objects are 6900, 7438, 9400-9489, 9660-9669, 9796, and 9797)

[ ] **Modified Accrual Basis** (Applicable Capital Outlay/Debt Service/Fund Balance objects are 6100-6170, 6200-6500, 7438, 7439, and 9711-9789)

Description	Object Code	Unrestricted	Restricted	Total
A. REVENUES				
1. LCFF Sources				
State Aid - Current Year	8011	5,395,822.00		5,395,822.00
Education Protection Account State Aid - Current Year	8012	1,523,223.00		1,523,223.00
State Aid - Prior Years	8019			0.00
Transfers to Charter Schools in Lieu of Property Taxes	8096	2,530,486.00		2,530,486.00
Other LCFF Transfers	8091, 8097			0.00
Total, LCFF Sources		9,449,531.00	0.00	9,449,531.00
2. Federal Revenues (see NOTE in Section L)				
No Child Left Behind/Every Student Succeeds Act	8290		377,604.00	377,604.00
Special Education - Federal	8181, 8182			0.00
Child Nutrition - Federal	8220		365,261.00	365,261.00
Donated Food Commodities	8221			0.00
Other Federal Revenues	8110, 8260-8299			0.00
Total, Federal Revenues		0.00	742,865.00	742,865.00
3. Other State Revenues				
Special Education - State	StateRevSE			0.00
All Other State Revenues	StateRevAO	339,599.00	1,715,379.00	2,054,978.00
Total, Other State Revenues		339,599.00	1,715,379.00	2,054,978.00
4. Other Local Revenues				
All Other Local Revenues	LocalRevAO	6,630,047.00	97,218.00	6,727,265.00
Total, Local Revenues		6,630,047.00	97,218.00	6,727,265.00
5. TOTAL REVENUES		16,419,177.00	2,555,462.00	18,974,639.00
B. EXPENDITURES (see NOTE in Section L)				
1. Certificated Salaries				
Certificated Teachers' Salaries	1100	3,380,304.00	81,900.00	3,462,204.00
Certificated Pupil Support Salaries	1200	496,550.00		496,550.00
Certificated Supervisors' and Administrators' Salaries	1300	1,454,695.00		1,454,695.00
Other Certificated Salaries	1900	98,332.00	213,175.00	311,507.00
Total, Certificated Salaries		5,429,881.00	295,075.00	5,724,956.00
2. Noncertificated Salaries				
Noncertificated Instructional Salaries	2100	134,525.00	187,771.00	322,296.00
Noncertificated Support Salaries	2200	842,414.00		842,414.00
Noncertificated Supervisors' and Administrators' Salaries	2300	67,335.00		67,335.00
Clerical, Technical and Office Salaries	2400	473,833.00		473,833.00
Other Noncertificated Salaries	2900	106,052.00		106,052.00
Total, Noncertificated Salaries		1,624,159.00	187,771.00	1,811,930.00

CHARTER SCHOOL UNAUDITED ACTUALS

FINANCIAL REPORT -- ALTERNATIVE FORM

July 1, 2018 to June 30, 2019

Charter School Name: Making Waves Academy

CDS #: 07100740114470

Description	Object Code	Unrestricted	Restricted	Total
3. Employee Benefits				
STRS	3101-3102	785,498.00		785,498.00
PERS	3201-3202	0.00		0.00
OASDI / Medicare / Alternative	3301-3302	306,121.00		306,121.00
Health and Welfare Benefits	3401-3402	1,089,089.00		1,089,089.00
Unemployment Insurance	3501-3502	48,440.00		48,440.00
Workers' Compensation Insurance	3601-3602	107,035.00		107,035.00
OPEB, Allocated	3701-3702	0.00		0.00
OPEB, Active Employees	3751-3752	0.00		0.00
Other Employee Benefits	3901-3902	1,297,036.00		1,297,036.00
Total, Employee Benefits		3,633,219.00	0.00	3,633,219.00
4. Books and Supplies				
Approved Textbooks and Core Curricula Materials	4100	128,536.00		128,536.00
Books and Other Reference Materials	4200	1,650.00		1,650.00
Materials and Supplies	4300	214,150.00	58,991.00	273,141.00
Noncapitalized Equipment	4400	60,064.00		60,064.00
Food	4700	45,677.00	390,031.00	435,708.00
Total, Books and Supplies		450,077.00	449,022.00	899,099.00
5. Services and Other Operating Expenditures				
Subagreements for Services	5100	0.00		0.00
Travel and Conferences	5200	101,312.00	37,724.00	139,036.00
Dues and Memberships	5300	7,399.00		7,399.00
Insurance	5400	100,239.00		100,239.00
Operations and Housekeeping Services	5500	534,063.00		534,063.00
Rentals, Leases, Repairs, and Noncap. Improvements	5600	257,938.00	1,274,610.00	1,532,548.00
Transfers of Direct Costs	5700-5799			0.00
Professional/Consulting Services and Operating Expend.	5800	3,621,308.00	311,260.00	3,932,568.00
Communications	5900	100,724.00		100,724.00
Total, Services and Other Operating Expenditures		4,722,983.00	1,623,594.00	6,346,577.00
6. Capital Outlay				
(Objects 6100-6170, 6200-6500 modified accrual basis only)				
Land and Land Improvements	6100-6170			0.00
Buildings and Improvements of Buildings	6200			0.00
Books and Media for New School Libraries or Major Expansion of School Libraries	6300			0.00
Equipment	6400			0.00
Equipment Replacement	6500			0.00
Depreciation Expense (accrual basis only)	6900	23,380.00		23,380.00
Total, Capital Outlay		23,380.00	0.00	23,380.00
7. Other Outgo				
Tuition to Other Schools	7110-7143			0.00
Transfers of Pass-Through Revenues to Other LEAs	7211-7213			0.00
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE			0.00
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO			0.00
All Other Transfers	7281-7299			0.00
Transfers of Indirect Costs	7300-7399			0.00
Debt Service:				
Interest	7438			0.00
Principal (for modified accrual basis only)	7439			0.00
Total Debt Service		0.00	0.00	0.00
Total, Other Outgo		0.00	0.00	0.00
8. TOTAL EXPENDITURES		15,883,699.00	2,555,462.00	18,439,161.00

CHARTER SCHOOL UNAUDITED ACTUALS

FINANCIAL REPORT -- ALTERNATIVE FORM

July 1, 2018 to June 30, 2019

Charter School Name: Making Waves Academy

CDS #: 07100740114470

Description	Object Code	Unrestricted	Restricted	Total
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)		535,478.00	0.00	535,478.00
D. OTHER FINANCING SOURCES / USES				
1. Other Sources	8930-8979			0.00
2. Less: Other Uses	7630-7699			0.00
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999			0.00
4. TOTAL OTHER FINANCING SOURCES / USES		0.00	0.00	0.00
E. NET INCREASE (DECREASE) IN FUND BALANCE /NET POSITION (C+D4)		535,478.00	0.00	535,478.00
F. FUND BALANCE / NET POSITION				
1. Beginning Fund Balance/Net Position				
a. As of July 1	9791	3,092,356.00		3,092,356.00
b. Adjustments/Restatements	9793, 9795			0.00
c. Adjusted Beginning Fund Balance /Net Position		3,092,356.00	0.00	3,092,356.00
2. Ending Fund Balance /Net Position, June 30 (E+F1c)		3,627,834.00	0.00	3,627,834.00
Components of Ending Fund Balance (Modified Accrual Basis only)				
a. Nonspendable				
1. Revolving Cash (equals Object 9130)	9711			0.00
2. Stores (equals Object 9320)	9712			0.00
3. Prepaid Expenditures (equals Object 9330)	9713			0.00
4. All Others	9719			0.00
b. Restricted	9740			0.00
c. Committed				
1. Stabilization Arrangements	9750			0.00
2. Other Commitments	9760			0.00
d. Assigned	9780			0.00
e. Unassigned/Unappropriated				
1. Reserve for Economic Uncertainties	9789			0.00
2. Unassigned/Unappropriated Amount	9790M			0.00
3. Components of Ending Net Position (Accrual Basis only)		Enter amount for F.3.a		
a. Net Investment in Capital Assets	9796			0.00
b. Restricted Net Position	9797			0.00
c. Unrestricted Net Position	9790A	3,627,834.00	0.00	3,627,834.00

CHARTER SCHOOL UNAUDITED ACTUALS

FINANCIAL REPORT -- ALTERNATIVE FORM

July 1, 2018 to June 30, 2019

Charter School Name: Making Waves Academy

CDS #: 07100740114470

Description	Object Code	Unrestricted	Restricted	Total
G. ASSETS				
1. Cash				
In County Treasury	9110	0.00		0.00
Fair Value Adjustment to Cash in County Treasury	9111	0.00		0.00
In Banks	9120	2,580,954.00		2,580,954.00
In Revolving Fund	9130	0.00		0.00
With Fiscal Agent/Trustee	9135	0.00		0.00
Collections Awaiting Deposit	9140	0.00		0.00
2. Investments	9150	0.00		0.00
3. Accounts Receivable	9200	1,692,359.00		1,692,359.00
4. Due from Grantor Governments	9290	0.00		0.00
5. Stores	9320	0.00		0.00
6. Prepaid Expenditures (Expenses)	9330	244,550.00		244,550.00
7. Other Current Assets	9340	0.00		0.00
8. Capital Assets (accrual basis only)	9400-9489	345,966.00		345,966.00
9. TOTAL ASSETS		4,863,829.00	0.00	4,863,829.00
H. DEFERRED OUTFLOWS OF RESOURCES				
1. Deferred Outflows of Resources	9490	0.00		0.00
2. TOTAL DEFERRED OUTFLOWS		0.00	0.00	0.00
I. LIABILITIES				
1. Accounts Payable	9500	338,567.00		338,567.00
2. Due to Grantor Governments	9590	0.00		0.00
3. Current Loans	9640	0.00		0.00
4. Unearned Revenue	9650	0.00		0.00
5. Long-Term Liabilities (accrual basis only)	9660-9669	897,427.00		897,427.00
6. TOTAL LIABILITIES		1,235,994.00	0.00	1,235,994.00
J. DEFERRED INFLOWS OF RESOURCES				
1. Deferred Inflows of Resources	9690	0.00		0.00
2. TOTAL DEFERRED INFLOWS		0.00	0.00	0.00
K. FUND BALANCE /NET POSITION				
Ending Fund Balance /Net Position, June 30 (G9 + H2) - (I6 + J2) (must agree with Line F2)		3,627,835.00	0.00	3,627,835.00

CHARTER SCHOOL UNAUDITED ACTUALS

FINANCIAL REPORT -- ALTERNATIVE FORM

July 1, 2018 to June 30, 2019

Charter School Name: Making Waves Academy

CDS #: 07100740114470

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

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

1. Federal Revenue Used for Capital Outlay and Debt Service

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

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

2. Community Services Expenditures

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

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

CHARTER SCHOOL UNAUDITED ACTUALS

FINANCIAL REPORT -- ALTERNATIVE FORM

July 1, 2018 to June 30, 2019

Charter School Name: Making Waves Academy

CDS #: 07100740114470

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

Results of this calculation will be used for comparison with 2017-18 expenditures. Failure to maintain the required 90 percent expenditure level on either an aggregate or per capita expenditure basis may result in reduction to allocations for covered programs in 2020-21.

a.	Total Expenditures (B8)	18,439,161.00
b.	Less Federal Expenditures (Total A2) [Revenues are used as proxy for expenditures because most federal revenues are normally recognized in the period that qualifying expenditures are incurred]	742,865.00
c.	Subtotal of State & Local Expenditures [a minus b]	17,696,296.00
d.	Less Community Services [L2 Total]	0.00
e.	Less Capital Outlay & Debt Service [Total B6 plus objects 7438 and 7439, less L1 Total]	23,380.00
	TOTAL STATE & LOCAL EXPENDITURES SUBJECT TO MOE [c minus d minus e]	$ 17,672,916.00

Executive Summary for FY 2018-19 Unaudited Actuals

September 5, 2019

2018-19 Unaudited Actuals Report Overview

The ***Unaudited Actuals Report*** is required by the California Department of Education (CDE) each year. Making Waves Academy (MWA) must submit the Unaudited Actuals for review to its charter authorizer, the Contra Costa County Office of Education (CCCOE), by September 15th. CCCOE reviews and then submits the report to the California Department of Education (CDE).

Revenues Summary

- The government revenues came in above the budget by **$109,843** or **1%.**
- The total revenues from government and donations came in under budget by **$68,386** or **0.4%**.

Expenses Summary

- The total expenses came in under budget by **4%** or (**$1,041,525)**.
  - MWA expenses came in under budget by **3%** or (**$553,864)**
  - Central Office expenses came in under budget by **9%** or (**$487,662)**.

Total Net Income

- The total net income is **$535,478**.

Annual Budget Cycle

	Adopted Budget	1st Interim Budget	2nd Interim Budget	Unaudited Actuals
Period	July 1 – June 30	July 1 – October 31	July 1 – January 31	July 1 – June 30
Submission Date	June 30	December 15	March 15	September 15

Key Overview for Unaudited Actuals

Since our meeting in February for Second Interim Budget, the following key events occurred resulting changes in this Unaudited Actuals Report.

1. ***Staffing Vacancies*** – We did not fill all budgeted positions for faculty and staff.

2. ***Computers and IT Supplies*** – Did not purchase laptops and IT supplies for vacant positions.

3. ***Student Food*** – Not as many students participated as projected in the school meals

   a. Meals are free for all students as a Provision 2 school.

4. ***Professional Development*** – Saved on the cost of budgeted Teacher Residency Program tuition expense.

2018-19 Unaudited Actuals Summary
Richmond

Location	2nd Interim Budget	Unaudited Actuals	$ Variance	% Variance
Revenues				
Government	$12,137,531	$12,247,374	$109,843	1%
Donation	$1,215,000	$1,135,780	-$79,220	-7%
SRE	$5,690,494	$5,591,485	-$99,009	-2%
Total Revenues	**$19,043,025**	**$18,974,639**	**-$68,386**	**0.36%**
Expenses				
Salaries/Benefits	$11,379,079	$11,170,105	-$208,974	-2%
Supplies	$1,056,186	$899,099	-$157,087	-15%
Contract Services	$6,557,760	$6,369,957	-$187,803	-3%
Total Expenses	**$18,993,025**	**$18,439,161**	**-$553,864**	**-3%**
Revenues - Government per ADA	**$13,456**	**$13,578**	**$122**	**1%**
Expenses – Cost per Student	**$20,205**	**$19,616**	**-$589**	**-3%**

2018-19 Unaudited Actuals Summary
Central Office

Location	2nd Interim Budget	Unaudited Actuals	$ Variance	% Variance
Revenues				
Donation	$0	$87,099	$87,099	
SRE	$5,135,015	$4,560,250	-$574,765	-11%
Central Office (*Shared Services Allocation*)	$575,000	$575,000	$0	0%
Total Revenues	**$5,710,015**	**$5,222,353**	**-$487,662**	**-9%**
Expenses				
Salaries/Benefits	$4,047,921	$3,780,143	-$267,778	-7%
Supplies	$190,343	$48,759	-$141,584	-74%
Contract Services	$1,471,751	$1,393,451	-$78,300	-5%
Total Expenses	**$5,710,015**	**$5,222,353**	**-$487,662**	**-9%**

Unaudited Actuals Changes Between the Second Interim Budget and the Unaudited Actuals Report:

GOVERNMENT REVENUES: 2018-19 – TOTAL CHANGE – OVER BUDGET BY $109,843 (1%)

1. **Government Revenues**
    - Child Nutrition revenues reduced due to fewer students participate in the school meals program
    - We received extra funding for SB740 from last fiscal year

RICHMOND EXPENDITURES: 2018-19 TOTAL CHANGES – UNDER BUDGET BY $553,864 (3%)

I. **Salaries and Benefits** under budget by **$208,974 (2%)**

a. Saved on open positions and newly hired salary variances
b. Saved on health insurance on the open positions

II. **Supplies** under budget by **$157,087 (15%)**

- Fewer students participated in the school meals program
- Saved on computers and IT supplies on open positions

III. **Contract Services** under budget by **$187,803 (3%)**

- Fewer PD days taken
- Saved on contract services

CENTRAL OFFICE EXPENDITURES: 2018-19 TOTAL CHANGES – UNDER BUDGET BY $487,662 (9%)

- **Salaries and Benefits** under budget by **$217,744 (7%)**
    - Saved on open positions and newly hired salary variances
    - Saved on health insurance on the open positions

- **Supplies** under budget by **$141,584 (74%)**
    - Saved computer and IT supplies
    - Saved contingency

- **Contract Services** under budget by **$78,300 (5%)**
    - Fewer PD days taken
    - Increased legal fees on compliances and Pittsburg petition
    - Increased in Adaptive Insight a cloud-based financial planning tool
    - Saved on residency teachers tuition

Summary

Overall, Making Waves Academy finished 2018-19 on a positive note financially.

- We received more government revenues than anticipated, and we spent less than budgeted by 4%.
- We are in the ballpark of 2% - 5% spending of the budget.
- We just completed the financial audited last week, and anticipate another clean financial audit again this year.

We are looking forward to having another great year in FY 2019-20.

Coversheet

Comet Sweeping Contract

Section: IV. Action Items
Item: L. Comet Sweeping Contract
Purpose: Vote
Submitted by: Maria Arechiga
Related Material:
Making Waves Academy Schools Exterior Porter and sweeping Service 2019.pdf

BACKGROUND:
We recommend that the Board approves this draft agreement and authorizes the CEO or designee to finalize this agreement once all of the service provider submits all required insurance and liability forms.

COMET BUILDING MAINTENANCE

Service Agreement

This agreement made on this 27 day of August 2019 and its effective date on the _____ day of _____ 2019 by and its between Making Waves Academy Schools 4285 Lakeside Drive in Richmond, California 94806 as the first party and Comet Building Maintenance, 21 Commercial # 12, Novato, California 94949 as the second party;

Whereas: First party is desirous of the services of the second party for the purpose of keeping the property located at 4285 Lakeside Drive in Richmond, California 94806 properly maintained as outlined further in this agreement.

Whereas: Second party as an independent contractor agrees to hold owners and its agents free from and harmless from any and all liabilities occurring from the direct result of its services as outlined further in this agreement.

1. **Second party agrees to furnish all equipment, and all labor necessary to perform its duties as set out further in this agreement.**

2. **Second party agrees to service the Upper School and Middle School exterior common areas grounds five times per week_____.**
   Second party agrees to sweep the parking lots and rear drive one time per week_____.

3. **In consideration of the faithful performance by the second party, first party agrees to pay to the second party the total minimum sum of (refer to pricing schedule) per month on the first day of each month for the rendition of the immediate preceding months service.**

4. **The term of this agreement shall be for one year from the effective date of service and shall automatically be extended under the same terms and conditions until; terminated by either party. Each party shall have the right to terminate this agreement upon (30) days notice in writing to the other party.**

First Party	Second Party
Making Waves Academy Schools	Comet Building Maintenance
4285 Lakeside Drive	21 Commercial Blvd. #12
Richmond, California	Novato, California
Name_____	Name [signature]
Title_____	Title Project Manager

COMET BUILDING MAINTENANCE

Exterior Porter Service Specifications

Upper School and Middle School

A) Start Time approximately 4.P.M, Check in Main office if Necessary. Receive picture id badge and wear during cleaning shift, Personnel will wear Comet Uniform while on Campus for proper identification. Empty all trash receptacles and furnish with a new trash liner. (Liners to be furnished by first party or billed separately by second party) All debris collected will be brought to the designated garbage enclosure. Comet Building Maintenance will adhere to a recycling program for glass, aluminum, cardboard and recyclable paper.

B) Patrol grounds pick up trash, hand sweep litter. Detail clean walkways free from trash mulch etc., detail clean trash from walkway landscaped areas within school grounds.

Parking Lot Sweeping Service Saturday

A) Using Sweeping truck, sweep all Parking lots, rear drive and front street Curbing free from dirt and debris, maintaining clean curb lines. Using blower or hand sweep if necessary, around tire stops.

Extra Services

Comet Building Maintenance will make electronic contact with management to keep them informed of anything that may affect the security cleanliness or wellbeing of the School. A supervisor will be available to correspond with Management as needed.

Comet Building Maintenance also offers steam cleaning, roof cleaning, exterior common area parking light pole repairs, parking lot striping, illegal dumping removal, graffiti paint out and carpet, window and floor scrubbing at an additional charge.

Remarks:

_____

_____

_____

Pricing Schedule

****

There will be a monthly charge of:

Five times per week exterior Porter Service
Three Thousand Eight Hundred Seventy Dollars
($3,870.00)

There will be a Monthly Charge of:

One time per week parking lot Sweeping Service
One Thousand One Hundred Twenty-Five Dollars
($1,125.00)

****

First Party
Making Waves Academy Schools
4285 Lakeside Drive
Richmond, California

Name_____

Title_____

Second Party
Comet Building Maintenance
21 Commercial Blvd. #12
Novato, California

Name [signature]

Title Project Manager

COMEBUI-01 AJONES1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/1/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0603247 George Petersen Insurance Agency, Inc. P.O. Box 3539 Santa Rosa, CA 95402	CONTACT NAME: PHONE (A/C, No, Ext): (707) 525-4150 FAX (A/C, No): (707) 525-4175 E-MAIL ADDRESS: info@gpins.com
INSURED Comet Building Maintenance, Inc. 21 Commercial Blvd., Ste. 12 Novato, CA 94949	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Financial Pacific Insurance Co — 31453 INSURER B : National Union Fire Ins. Co. — 19445 INSURER C : CompWest Insurance Company — 12177 INSURER D : Travelers Casualty and Surety Company of America — 19038 INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			60516398	5/16/2019	5/16/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			60516398	5/16/2019	5/16/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			EBU 060676255	5/16/2019	5/16/2020	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WCV 5502462	7/1/2019	7/1/2020	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Equipment Floater			60516398	5/16/2019	5/16/2020		25,000
D	Crime - Commercial L			107093327	5/16/2019	5/16/2020		50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Proof of Coverage

CERTIFICATE HOLDER

Proof of Coverage
Comet Building Maintenance, Inc.
21 Commercial Blvd., Ste. 12
Novato, CA 94949

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)
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Coversheet

Newsela Inc

Section: IV. Action Items
Item: M. Newsela Inc
Purpose: Vote
Submitted by: Damon Edwards
Related Material: Newsela Agreement for Making Waves Academy.pdf

BACKGROUND:
Newsela is a web based platform that includes a data base of current events stories tailor-made for classroom use. Indexed by broad theme (e.g. War and Peace, Arts, Science, Health, Law, Money), stories are both student-friendly and can be accessed in different formats by reading level.

RECOMMENDATION:
Please approve the attached Newsela proposal with a fiscal impact of $6,825.00

Customer Agreement

Newsela
620 8th Avenue, 21st Floor
New York, NY 10018
United States of America

Customer Agreement No. 00049367
PRO Team Sales Rep: Belinda Paladino

belinda.paladino@newsela.com

Offer Date: May 23, 2019

To Making Waves Academy - Network
4123 Lakeside Drive
Richmond CA 94806
United States

Billing Information
Billing Terms: Net 30 Days
Only fill out if you are not the Billing Contact:
Billing Contact:
Billing Contact Title:
Billing Phone:
Billing Email:

Term: 366 Days
Target Start Date: September 13, 2019
Target End Date: September 12, 2020

Services/Products (additional detail in Appendix A):

Product	Contract Grand Total
Newsela PRO License	**$6,825.00**

The subscription for the Services/Products shall commence as of the "Subscription Start Date" and continue through the "Subscription End Date" (a "Contract Year"). The Subscription Start Date for this Customer Agreement will be the later of (a) the Target Start Date set forth above and (b) the date on which this Agreement has been executed by the Customer (the "Execution Date"). The Subscription End Date for this Customer Agreement will be that date which is the length of the Term after the Subscription Start Date.

Failure of the Customer to make use of the Services/Products during the Term of a Contract Year shall not extend Newsela's obligation to deliver those Services/Products beyond the Subscription End Date of that Contract Year.

Following the Subscription End Date, this Customer Agreement will automatically renew for the Services/Products licensed hereunder for successive periods equal in length to the greater of the Term or 12 months (a "Renewal Term"), unless either party provides the other party with written notice of cancellation at least thirty (30) days prior to the then current Subscription End Date. Prices in any Renewal Term will increase by up to 10% above the applicable pricing (excluding any One-Time Discounts) in the prior Contract Year, unless Newsela provides notice of different pricing at least 60 days prior to the applicable Renewal Term.

Once this Customer Agreement has been signed, the Customer agrees to pay the Contract Grand Total set forth above per the Billing Terms noted above. If payment is made by credit card, a 3.0% fee for the

convenience of paying through a third party will be applied to the invoice. Service will be suspended at Newsela's discretion if payment is not received by Newsela within thirty (30) days of the date of this Customer Agreement. Failure of the Customer to use the Service/Product shall not relieve Customer of its obligation to pay hereunder. Please note that certain Services/Products are subject to applicable state sales tax. If you wish to claim an exemption, please provide Newsela with a copy of your state sales tax exemption certificate.

This Customer Agreement constitutes the entire agreement between the parties and supersedes all prior written or oral understandings, proposals, bids, offers, negotiations, agreements or communications of every kind. This Customer Agreement and the terms contained herein are intended only for the Customer and should be kept confidential.

This Customer Agreement is subject to Newsela's Terms of Use and Privacy Policy.
Terms of Use: https://newsela.com/pages/terms-of-use/
Privacy Policy: https://newsela.com/pages/privacy-policy/

Purchase Order Information

If you need a Purchase Order, please fill out the following information.

PO Number:
PO Amount: $

The individual executing this Customer Agreement has the authority to execute this agreement and bind the Customer and Newsela has the right to rely on that authorization.

Authorized Signature:	**Date of Signature:**

Comment:

Newsela PRO License includes:
- Unlimited teacher-student relationships across all schools
- Access to Newsela's entire library of content
- Access to PRO Teacher Resources on all current events articles
- Access to student activities to build comprehension and engagement
- Ability to view, grade, and track progress on student assignments
- Click-to-chat and click-to-call support at support.newsela.com
- District Binder access for select colleagues in the district

Appendix A

Qty	School	Product
1	Making Waves Academy	Newsela PRO School License



Coversheet

Renaissance Learning

Section: IV. Action Items
Item: N. Renaissance Learning
Purpose: Vote
Submitted by: Damon Edwards
Related Material: Renaissance Learning Making Waves Academy (003).pdf

BACKGROUND:
Accelerated Reader and Star Reading are products made by Renaissance place. This is a web-based platform for K-12 schools for monitoring the practice of reading. The attached quote is to renew licenses for Accelerated Reader and Star reading until the end of June of 2020.

RECOMMENDATION:
Please approve the attached Renaissance Learning proposal with a fiscal impact of $13,874.00

RENAISSANCE®

Quote
2138465

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Making Waves Academy - 2906698
4123 Lakeside Dr
San Pablo, CA 94806-1942
Contact: Damon Edwards - (510) 262-1511
Email: dedwards@mwacademy.org

Reference ID: 388581
Created: 07/24/2019

Quote Summary	
School Count: 1	
Renaissance Products & Services Total	$13,874.00
Shipping and Processing	$0.00
Sales Tax	$0.00
Grand Total	**USD $13,874.00**

This quote includes: Renaissance Accelerated Reader and Renaissance Star Reading.

By signing below, you

- agree that this Quote, any other quotes issued to you during the Subscription Period and your use of the Applications, the Hosting Services and Services are subject to the Renaissance Terms of Service and License located at https://doc.renlearn.com/KMNet/R003981304GH3CB5.pdf which are incorporated herein by reference;
- consent to the Terms of Service and License; and
- consent to the collection, use, and disclosure of the personal information of children under the age of 13 as discussed in the applicable Application Privacy Policy located at https://www.renaissance.com/privacy-policy/.

To accept this offer and place an order, please sign and return this Quote.

Renaissance will issue an invoice pursuant to this Quote on the Invoice Date you specify below. If no Invoice Date is listed, Renaissance will issue an invoice within 30 days from the date of this Quote. If your organization requires a purchase order prior to invoicing, please check the box below and issue your purchase order to the Renaissance address below no later than 15 days prior to the Invoice Date. Payment is due net 30 days from the Invoice Date.

If your billing address is different from the address at the top of this Quote, please add that billing address below.

Please check here if your organization requires a purchase order prior to invoicing: [ ]

Renaissance Learning, Inc.	Making Waves Academy - 2906698
	By:
Name: Ted Wolf	Name:
Title: VP - Corporate Controller	Title:
Date: 07/24/2019	Date:
	Invoice Date:

Mail: PO Box 8036, Wisconsin Rapids, WI 54495-8036
Fax: (877)280-7642
Email: electronicorders@renaissance.com
Phone: (877)444-3172

If changes are necessary, or additional information is required, please contact your account executive Justin Mahan-Strupp at (715)424-3636, Thank You.

RENAISSANCE®

Quote
2138465

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Use your Prop 98 funding to lock in multi-year discounts on the solutions you need.

RENAISSANCE®

Quote
2138465

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

This quote is valid for 30 days. All quotes and orders are subject to availability of merchandise. Professional development expires one year from purchase date. Alterations to this quote will not be honored without Renaissance approval. Please note: Any pricing or discount indicated is subject to change with alterations to the quote. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order.

United States government and agency transactions into Arizona: The Tax or AZ-TPT item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Arizona Transaction Privilege Tax ('TPT'). The incidence of the TPT is on Renaissance Learning for the privilege of conducting business in the State of Arizona. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Hawaii residents only: Orders shipped to Hawaii residents will be subject to the 4.166% (4.712% O'ahu Is.) Hawaii General Excise tax. United States government and agency transactions into Hawaii: The Tax or General Excise Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Hawaii General Excise Tax. The incidence of the General Excise Tax is on Renaissance Learning for the privilege of conducting business in the State of Hawaii. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

New Mexico residents only: Orders shipped to New Mexico residents will be subject to the 5.125% (Location Code: 88-888) Gross Receipts tax. United States government and agency transactions into New Mexico: The Tax or Gross Receipts Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the New Mexico Gross Receipts Tax. The incidence of the Gross Receipts Tax is on Renaissance Learning for the privilege of conducting business in the State of New Mexico. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Students can become their most amazing selves — only when teachers truly shine. Renaissance amplifies teachers' effectiveness in the classroom — transforming data into actionable insights to improve learning outcomes. Remember, we're here to ensure your successful implementation. Please allow 30-90 days for installation and set-up.

RENAISSANCE®

Quote
2138465

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Quote Details

Making Waves Academy - 2906698

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Renaissance Applications					
Accelerated Reader Subscription Renewal	07/01/2019 - 06/30/2020	940	$7.00	$0.00	$6,580.00
Star Reading Subscription Renewal	07/01/2019 - 06/30/2020	940	$4.85	$0.00	$4,559.00
Platform Services					
Annual All Product Renaissance Platform Renewal	07/01/2019 - 06/30/2020	1	$635.00	$0.00	$635.00
Data Integration Services					
Custom Data Integration Level 5 (0 - 1,500 Subcriptions) - Alignment	09/01/2019 - 06/30/2020	1	$2,100.00	$0.00	$2,100.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	$0.00	$0.00	$0.00
	Making Waves Academy Total			**$0.00**	**$13,874.00**

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Coversheet

Samanage Contract

Section: IV. Action Items
Item: O. Samanage Contract
Purpose: Vote
Submitted by: Damon Edwards
Related Material: Samanage Cover Letter Supplement.pdf
20190508 Samanage Proposal Form for Making Waves Academy.pdf

BACKGROUND:
I am requesting that the MWA board approve the purchase of the Samanage platform, which is a robust; feature rich web based help desk ticketing system that will replace our current help desk system. A help desk ticketing system functions to track and fulfill the support and service requests received from employees throughout the organization. Our current help desk system, Help Scout, lacks the features that can enable our customer facing departments to work more efficiently, improve customer satisfaction, and to scale capacity to serve our growing school. Samanage includes key features that will help our customer facing Teams be more effective. Two of these features are; knowledge base and self-service portal and reporting and metrics tracking. Reporting and metrics tracking will allow our Teams to monitor the health and performance of the services they provide. The knowledge base and self service portal provides employees with a place where they can obtain suggested knowledge articles for simple troubleshooting or, utilize a service catalog of items for common requests. This will reduce the number of requests received and empowers staff to resolve simple requests and issues on their own.

RECOMMENDATION:
Please approve the attached Samanage proposal with a fiscal impact of $15048.00.

Samanage (Solarwinds) Help Desk Management System

Introduction:

I am requesting that the MWA board approve the purchase of the Samanage platform, which is a robust; feature rich web based help desk ticketing system that will replace our current help desk system.

A help desk ticketing system functions to track and fulfill the support and service requests received from employees throughout the organization. Our current help desk system, Help Scout, lacks the features that can enable our customer facing departments to work more efficiently, improve customer satisfaction, and to scale capacity to serve our growing school.

Samanage includes key features that will help our customer facing Teams be more effective. Two of these features are; knowledge base and self-service portal and reporting and metrics tracking. Reporting and metrics tracking will allow our Teams to monitor the health and performance of the services they provide. The knowledge base and self service portal provides employees with a place where they can obtain suggested knowledge articles for simple troubleshooting or, utilize a service catalog of items for common requests. This will reduce the number of requests received and empowers staff to resolve simple requests and issues on their own.

Evaluation and Selection Process:

A Team made up of representatives from the HR, IT, Applied Technology, Data and Assessment and Operations departments evaluated 3 different platforms in accordance with our standard practice to vet 2 to 3 vendors when selecting new software. The platforms evaluated were Samanage, Fresh Service and Zendesk. The evaluators rated the features on a scale from 1 to 4, with 1 being below expectations and 4 being exceeds expectations. Samanage received 88 total points, while Fresh Service received 60. During the evaluation process, the Team eliminated Zendesk because it was too expensive and required too many bolt on options.

Recommendation:

Based on the results of the evaluation of the 3 platforms, the Team feels confident that Samanage will meet the needs of our organization and the main administrators and users of the system. Once fully implemented, Samanage will enable customer departments to work more efficiently, improve customer satisfaction, and allow our teams to scale our capacity to serve our growing school.

I recommend that the MWA Board approve the purchase of the Samanage Help Desk platform.

Next Steps:

Once approved, the IT Team will begin working with the Samanage implementation project Team to setup the system. The IT Team will then pilot Samanage in the fall of this year, and will roll out the platform to the Data and Assessment, HR, Operations, and Applied Technology Teams later in the spring.

samanage

5/8/2019

Hi Athena Draper,

Thank you for your interest in Samanage. We take your service management needs seriously, as well as the time you put into your search for the right solution. Our goal is to partner with you every stage of your service management journey.

We're on a mission to build innovative service management solutions that redefine the employee service experience. And, we're committed to providing consistently high levels of service, timely solutions, and best-in-class support. We realize that you have many options. If you're looking for a partner that does everything to ensure the success of their customers, you will be delighted with what Samanage has to offer.

Samanage is truly a service management solution that grows and evolves with you and your business. Please let me know if you have any questions.

At your service,

Nathan Riley
919-462-9950
nathan.riley@samanage.com

Samanage
117 Edinburgh South, Suite 100
Cary, NC, USA 27511

samanage

ORDER FORM

Order Form For:	Making Waves Academy	Order Form Expiration Date:	5/31/2019
		Contract Duration:	Annual
Prepared By:	Nathan Riley	Payment Method:	Check
Phone:	919-462-9950	Payment Terms:	Net 30
Email:	nathan.riley@samanage.com	Contract Terms:	Paid Upfront
Account Name:	Making Waves Academy	Contact Name:	Athena Draper
Billing Address:	3220 Blume Dr, Richmond, Richmond, CALIFORNIA 94806	Phone:	(510) 275-7332
Package:	Professional		

Subscriptions:

Product	Months	Quantity	Monthly Price	Total
Professional - Service Agent User	12	20	$42.00	$10,080.00
Professional - Asset Management	12	1,800	$0.23	$4,968.00
			Total Contract Cost (USD):	$15,048.00

Terms & Conditions:

Volume Discounts Applied
15.00% Education Discount Applied
Remainder of Month Free
Includes a Dedicated Customer Success Manager
Includes Free SmartStart Platinum Implementation
Deferred Payment Option Until 7/1/2019
Includes 24/7 Technical Support
Board Review:
Samanage MSA and PMSA changes are pending final legal review from both parties. If within 30 days of the signature customer and Samanage have not agreed to final legal terms, standard legal terms will apply. After this period ends, the contract remains in full force and cannot be canceled or modified. No changes to the order form will be accepted during this term.

Governing Agreement: This Order Form is governed by the https://www.samanage.com/master-subscription-agreement/ which agreement is incorporated into this order form for all purposes, or if the parties have signed written agreement, then that written agreement governs.
Prices shown do not include any taxes that may apply. If taxes are required by your State - Samanage will include these in the invoice. Any such taxes are the responsibility of the customer.
This order and the agreement constitute the entire agreement between that parties, and supersede all prior or contemporaneous negotiations, agreements and representations, whether oral or written, related to this subject matter. No modifications or waiver of any term of this order is effective unless both parties sign it.
Electronic Signature Disclosure. By signing digitally you are agreeing to the Docusign Electronic Signature Disclosure, which is reproduced here (http://www.samanage.com/electronic-record-and-signature-disclosure/).

Acceptance: Signed on behalf of Making Waves Academy by:

Name _____ Title _____

Signature _____ Date _____

samanage

ORDER FORM

Order Form For:	Making Waves Academy	Order Form Expiration Date:	5/31/2019
		Contract Duration:	Annual
Prepared By:	Nathan Riley	Payment Method:	Check
Phone:	919-462-9950	Payment Terms:	Net 30
Email:	nathan.riley@samanage.com	Contract Terms:	Paid Upfront
Account Name:	Making Waves Academy	Contact Name:	Athena Draper
Billing Address:	3220 Blume Dr, Richmond, Richmond, CALIFORNIA 94806	Phone:	(510) 275-7332
Package:	Platinum		

Professional Services:

Product	Quantity	Sales Price	Total
SmartStart Platinum	1	$0.00	$0.00
		Total Contract Cost (USD):	$0.00

Scope of Work Additional Terms & Conditions:

Governing Agreement: This Order Form is governed by the Professional Services Master Agreement (http://www.samanage.com/lp/samanage-professional-services-terms-and-conditions.pdf), which agreement is incorporated into this order form for all purposes, or if the parties have a signed written agreement, then that written agreement governs.
Prices shown do not include any taxes that may apply. If taxes are required by your State - Samanage will include these in the invoice. Any such taxes are the responsibility of the customer.
This order and the agreement constitute the entire agreement between that parties, and supersede all prior or contemporaneous negotiations, agreements and representations, whether oral or written, related to this subject matter. No modifications or waiver of any term of this order is effective unless both parties sign it.
Electronic Signature Disclosure. By signing digitally you are agreeing to the Docusign Electronic Signature Disclosure, which is reproduced here (http://www.samanage.com/electronic-record-and-signature-disclosure/).

Acceptance: Signed on behalf of Making Waves Academy by:

Name _____ Title _____

Signature _____ Date _____

The execution of this service will be managed by a Samanage Project Manager, who will be the single point-of-contact for the customer's team and oversee the work being done by all Samanage personnel assigned to this service. The Samanage Project Manager will work with the customer team to provide the management and oversight that is required to ensure project success in a dynamic environment.

SmartStart Services	Silver	Gold	Platinum	Diamond
	MSRP $3,000	MSRP $5,000	MSRP $8,000	MSRP $20,000
	Used within 30 days	Used within 45 days	Used within 60 days	Used within 90 days
Project Plan with implementation planning assistance	✓	✓	✓	✓
Go-Live Day Assistance	✓	✓	✓	✓
Email settings	✓	✓	✓	✓
Domain mapping assistance	✓	✓	✓	✓
Service Portal branding and setup	✓	✓	✓	✓
Incident Management best practices	✓	✓	✓	✓
Consult with SSO partner	✓	✓	✓	✓
ITIL considerations	✓	✓	✓	✓
Dedicated Implementation Sessions	2[6]	5[6]	11[6]	25[6]
Asset Management Agent Deployment		✓	✓	✓
Five (5) unique roles and permissions		✓	✓	✓
Sites and departments setup		✓	✓	✓
SLA configuration		✓	✓	✓
Business hours		✓	✓	✓
Categories, subcategories, and dropboxes		✓	✓	✓
Suggested groups		✓	✓	✓
Custom forms and fields		✓	✓	✓
Remote support setup		✓	✓	✓
Custom Service Catalog items setup		1	5[2]	10[2]
Automation rule setup		5	10	25
Samanage native integrations			✓	✓
Ticket Migration assistance			✓[3]	✓[3]
Custom API scripts				1[4]
On-site Implementations, with Certified Implementation Specialist				2 Days[5]

1 - Up to Ten (10) SLA Rules
2 - Includes One (1) Application integration setup and Two (2) edits.
3 - Standard data migration from existing system limited to 10,000 tickets
4 - Up to Ten (10) hours of script development time per script
5 - Includes 12 hours consecutive on-site from standard dedicated time (All travel expenses included)
6 - Session equals 1 hour

Coversheet

Chromebook Insurance

Section: IV. Action Items
Item: P. Chromebook Insurance
Purpose: Vote
Submitted by: Damon Edwards
Related Material: STS Chromebook Accidental Coverage.pdf

BACKGROUND:
The STS quote is for 2 years of accidental coverage through Lenovo for the fleet of student Chromebooks that were purchased last year. Initially, we purchased the Chromebooks without this coverage with the intention of repairing devices in house. Very quickly, after deploying the devices as part of our 1:1 launch last year, we learned that the cost of repair, and the amount of hours that our IT staff had to dedicate to this service, was unsustainable. As a result, we have determined that accidental coverage is the most cost effective way to ensure that student Chromebooks can be repaired quickly and efficiently without overburdening IT staff, and while maintaining high availability for students. The accidental coverage service will enable IT staff to consistently turn around repairs quickly to ensure they can consistently provide Chromebooks to students who rely on this service.

RECOMMENDATION:
Please approve the STS quote with a fiscal impact of $54,615.00

Company Address	130-A W. Cochran St. Simi Valley, CA 93065 US	Created Date	8/26/2019 1:30 PM
		Expiration Date	9/25/2019
		Quote Number	Q-02086
Prepared By	Jeremy Gilbert	Account Name	Making Waves Academy (CA)
Email	jeremy.gilbert@stseducation-us.com	Contact Name	Damon Edwards
Fax	(888) 801-3381	Phone	(510)964-2403
		Email	dedwards@mwacademy.org
Bill To Name	Making Waves Academy (CA)	Ship To Name	Making Waves Academy (CA)
Bill To	4123 Lakeside Drive	Ship To	4123 Lakeside Drive
	Richmond, CA 94806		Richmond, CA 94806

Quantity	Product Name	Product Description	Sales Price	Calculated Total Price
993	Misc Software Sold	5WS0N75689 LENOVO : 2YR Depot (School Year Term)	$20.00	$19,860.00
993	Misc Software Sold	LENOVO : 2YR Accidental Damage Protection (School Year Term) 5PS0F04087	$35.00	$34,755.00

Total Price	$54,615.00
Tax	$0.00
Grand Total	$54,615.00

All sales are subject to applicable sales tax at the time of shipment.

Financing options available on Approved Credit.

STS stands behind the products and services we provide. For more information on our complete suite of warranties and guarantees, click here.

https://www.stseducation-us.com/

Coversheet

Anchor Solutions

Section: IV. Action Items
Item: Q. Anchor Solutions
Purpose: Vote
Submitted by: Kara Alhadeff
Related Material:
Master Contract MWA Anchor Solutions 2019-2020.pdf
Anchor Counseling Education Solutions Fee for Service 2019-2020 (2).pdf

BACKGROUND:
MWA is contracting with service providers, recommended by our SELPA, to meet student needs. Services: o Psycho-educational evaluations (Triennial and Initial IEPs) o Education Specialist (temporary as needed) Fiscal Estimate: o Estimate: $40,000 triennial evaluations o Estimate: $20,000 initial iep evaluations

RECOMMENDATION:
We recommend the Board approves this contract.

Nonpublic, Nonsectarian School/Agency Services

Master Contract

2019-2020

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA Making Waves Academy

Contract Year 2019-2020

_____ 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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2019-2020 CONTRACT NUMBER:

LOCAL EDUCATION AGENCY: Making Waves Academy

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: Anchor Solutions

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into on July 1, 2019, between Making Waves Academy, hereinafter referred to as the local educational agency ("LEA"), a member of the El Dorado SELPA and Anchor Solutions (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 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 contract 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 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 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 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, 2019 to June 30, 2020 (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, 2019. In the event the contract is not renegotiated by June 30th, an interim contract may be made available 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 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

This contract 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, the CONTRACTOR's insurance coverage shall be primary insurance as respects 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 may 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 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 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 held to be a partner, joint venturer, 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 holding, 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 may 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 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 all data related to any and all sections of this contract 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 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.

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 annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies. Training includes certification with an approved SELPA crisis intervention program. Evidence of such training to applicable or relevant staff shall be submitted to the LEA at the beginning of the school year and within six (6) days of any new hire as referenced above.

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.

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

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).

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 after CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA 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 after 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 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 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.

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

CONTRACTOR shall allow LEA representatives access to its facilities for periodic monitoring of each student's instructional program and shall be invited to participate in the formal review of each student's progress. 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 and 35021.2 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). Clearance certification shall be submitted to the LEA.

The passage of AB 389 amends Education Code sections 44237 and 56366.1 as to the verification that the CONTRACTOR has received a successful criminal background check clearance and has enrolled in subsequent arrest notification service, as specified, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. Further this bill deletes the exemption for applicants possessing a valid California state teaching credential or who are currently licensed by another state agency that requires a criminal record summary, from submitting two (2) sets of fingerprints for the purpose of obtaining a criminal record summary from the Department of Justice and the Federal Bureau of Investigation. 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. CALSTRS RETIREMENT REPORTING

CONTRACTOR shall identify to the LEA any employee (or the CONTRACTOR, if the CONTRACTOR is an individual) expected to perform services under this Agreement who is then-receiving CalSTRS benefits, and who may perform creditable service for the LEA as defined in Education Code 22119.5. Identification to the LEA shall include the individual's full legal name and STRS and social security identification numbers. Before any services by the individual are provided, the CONTRACTOR shall provide to the LEA a signed written confirmation from the individual that

he/she is aware of the separation-from-service requirement and earnings limitations imposed by Education Code Sections 22714, 24114, 24116, 24214, 24214.5, and 24215. CONTRACTOR shall thereafter provide on a monthly basis to the LEA the actual amounts paid to the individual for services rendered under this Agreement, with the LEA responsible for reporting the individual's earnings to CalSTRS as required by law or regulation.

47. 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.

48. 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.

49. 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

50. 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.

51. 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.

52. 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.

53. 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.

54. 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.

55. 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.

56. 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

57. 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.

58. RIGHT TO WITHHOLD PAYMENT

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

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

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

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

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

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

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

59. 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.

60. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

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

NONPUBLIC SCHOOL STUDENT ABSENCE

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

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

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay

for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a student no later than the fifth (5^{th}) 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.

61. 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.

62. 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.

63. 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.

64. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

(a) The CONTRACTOR and any of its shareholders, partners, or executive officers are <u>not</u> 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, 2019 and terminates at 5:00 P.M. on June 30, 2020, unless sooner terminated as provided herein.

CONTRACTOR	LEA
Anchor Counseling & Education Solutior	Making Waves Academy
Nonpublic School/Agency	LEA Name
By: Guillermo Valdez II 8/22/19	By:
Signature Date	Signature Date
Guillermo Valdez II, CEO	
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:
Guillermo Valdez II, CEO	Karen Snider
Name and Title Anchor Counseling & Education Solutions, LLC	Name and Title Director of Special Education
Nonpublic School/Agency/Related Service Provider	LEA
601 S. Figueroa St, Suite #4050	Making Waves Academy
Address Los Angeles CA 90017	Address 4123 Lakeside Dr.
City State Zip	City State Zip Richmond CA 94806
Phone Fax 213-505-6322	Phone Fax 510-854-3050
Email guillermo@anchorcounseling.solutions	Email ksnider@mwacademy.org

Additional LEA Notification
(Required if completed)

Hung Mai
Name and Title Director of Finance
Address 4285 Lakeside Dr.
City State Zip Richmond CA 94806
Phone Fax 510-779-1401 510-243-9942
Email hmai@mwacademy.org

EXHIBIT A: 2019-2020 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR:____ _____

The CONTRACTOR CDS NUMBER:_____

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO:_____

Maximum Contract Amount: _____

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

1) Daily Basic Education Rate: _____

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

Service	Rate	Period
Intensive Individual Services (340)		
Language and Speech (415)	$125	2019-20
Adapted Physical Education (425)		
Health and Nursing: Specialized Physical Health Care (435)		
Health and Nursing: Other Services (436)		
Assistive Technology Services (445)		
Occupational Therapy (450)	$125	2019-20
Physical Therapy (460)		
Individual Counseling (510)	$85	2019-20
Counseling and Guidance (515)	$85	2019-20
Parent Counseling (520)	$130	2019-20
Social Work Services (525)	$130	2019-20
Psychological Services (530)	$130	2019-20

Behavior Intervention Services (535)	$125/ $75	2019-20
Specialized Services for Low Incidence Disabilities (610)		
Specialized Deaf and Hard of Hearing (710)		
Interpreter Services (715)		
Audiological Services (720)		
Specialized Vision Services (725)		
Orientation and Mobility (730)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Transcription Services (755)		
Recreation Services, Including Therapeutic (760)		
College Awareness (820)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Travel Training (870)		
Other Transition Services (890)		
Other (900)		
Other (900)		

EXHIBIT B: 2019-2020 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 ( ) _____ ( ) _____
(Residence) (Business)
Address_____City _____State/Zip _____
(If different from student)

AGREEMENT TERMS:

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

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

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				
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)							
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)							

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				
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900)							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

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 Requirements: ✔ Quarterly ____ Monthly ____ Other (Specify) _____

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

-CONTRACTOR-

Anchor Counseling & Education Solutions, LLC
(Name of Nonpublic School/Agency)

Guillermo Valdez II 8/22/19
(Signature) (Date)

Guillermo Valdez II, CEO
(Name and Title)

-LEA/SELPA-

(Name of LEA/SELPA)

(Signature) (Date)

(Name of Superintendent or Authorized Designee)

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ANCHOR
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www.anchorcounseling.solutions

Anchor Counseling & Education Solutions, LLC
Fees for Service
2019-2020

Services	Hourly Fees	Additional information
Assessments		
Psycho-educational Assessment	$1500	$1500 flat rate for complete psychoeducational assessment report within 60 days deadline which includes complete record review, data collection, observation, and detailed report.
	$2000	**Flat rate less than 45 days**
	$2500	**Flat rate less than 30 days**
	$3000	**Flat rate less than 15 days**
Educationally Related Mental Health Services (ERMHS) or Educationally Related Intensive Counseling (ERICS)	$1500 Flat Rate	$1500 for complete ERMHS report within 60 days deadline which includes complete record review, data collection, observation, and detailed report.
	$2000	**Flat rate less than 45 days**
	$2500	**Flat rate less than 30 days**
	$3000	**Flat rate less than 15 days**
Functional Behavioral Assessment/ Record Review & Report Writing	$1500 Flat Rate	$1500 for complete FBA within 60 days deadline which includes data collection, observation, and detailed report.
	$2000	**Flat rate less than 45 days**
	$2500	**Flat rate less than 30 days**
	$3000	**Flat rate less than 15 days**
Independent Educational Evaluation (IEE)	Negotiable	Rates for IEEs are on a case by case basis. Rates are negotiable based on level of involvement needed by Anchor Counseling & Education Solutions.
Occupational Therapist Assessments	$125 hour	$125 an hour for complete OT assessment within 60 days deadline which includes complete record review, data collection, observation, and detailed report.
	+$500	Rush fee- less than 45 days
	+$1000	Rush fee- less than 15 days
Behavioral Health Services		
Applied Behavioral Analysis/ Behavior Intervention Developer	$125/hr	Supervision of Behavior Support Programming by Board Certified Behavioral Analyst or by individuals with commensurate experience
Creation of Behavior Intervention Plan , BID support	$125/hr	All services rendered by Board Certified Behavioral Analyst or by individuals with commensurate experience.
Creation of Behavioral Contract/ Contingency plan	$125/hr	All services rendered by Board Certified Behavioral Analyst or by individuals with commensurate experience.
Formulation of Social Story/ Behavioral Checklists	$125/ hr	All services rendered by Board Certified Behavioral Analyst or by individuals with commensurate experience.

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BII- Behavioral Intervention Implementation	$75/ hr	All behavior intervention will be implemented by BII and will be supervised by Anchor BID
BII- Group	$65/hr	Per person, max up to 5 students
Social Emotional Services		Services listed from (LRE) Least Restrictive Service to more restrictive based on student need
(DIS) Designated Instructional Services - Consultation	$85/hr	Pay rates for therapists vary based on the geographical location and therapist's experience, education and training.
(DIS) Designated Instructional Services - Group counseling	$65/hr	Per student, per hour max up to 6 students.
(DIS) Designated Instructional Services – Individual Counseling	$85/hr	Individual services provided by Pupil Personnel Services Credentialed individual
(ERMHS) Educationally Related Mental Health Services- Consultation	$130/hr	Consultation services to determine if Social Emotional struggles negatively impact academic functioning and thus warrant mental health / counseling support services to teachers, parents, learning coaches, and administration.
(ERMHS) Educationally Related Mental Health Services-Group services	$85/hr per student	Flat rate per group, max up to 6 students. Services include a counseling / treatment plan that seeks to remove social emotional challenges which impede the student's ability to function optimally across settings home, school, and the community.
(ERMHS) Educationally Related Mental Health Services- Family services	$130/hr	Services include parent counseling, parenting skills training, implementation, monitoring, and supervision of behavior management systems.
(ERMHS) Educationally Related Mental Health Services- Individual	$130/hr	Services include a counseling / treatment plan that seeks to remove social emotional challenges which impede the student's ability to function optimally across settings home, school, and the community.
(OT) Occupational Therapy	$125/ hr	Services include counseling / treatment plan that seeks to remove the social emotional or physical challenges which impede the student's ability to function optimally across settings.
(OT) Occupational Therapy Group	$75/ her per student	Flat rate per group, max up to 6 students.
ED Specialist	$85.00/ hr	Writing IEP's, SAI teaching, Case Management
Trainings / Workshops		
Behavioral Management Trainings / Workshop (Up to 30 participants)	$200/hr	$1000 per ½ day (4 hours) $1500 per day (8 hours) $1200 per day for multiple days
Crisis Prevention Intervention Training (10 to 30 participants)		$1500 per day (12 hours required for certification) $1200 per day for multiple days
Indirect services		
Review of Records	$125/hr	Review of Psychoeducational Report by other agencies/providers, Review of (BIP) Behavior Intervention Plan, Review of (FBA) Functional Behavioral Assessments, Review of (ERMHS) Educationally Related Mental Health Services where recommendations for next steps may be made.

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Attendance at IEP for consultation purposes	$100/hr	Attendance at IEP staffing meetings or IEP meetings to discuss potential next steps or consultation for next step recommendations for goals or services.
Initial Behavioral Consultation	$100/hr	Includes initial assessments: FAST (Functional Assessment Screening Tool), Reinforcement Survey, and determination of appropriate placement
No Show Policy		All services will be billed for the 1st hour at the applicable service rate
Travel & Fees		
Mileage	.58 per mile	
Drive Time for Assessors	$125	Some assessors will prefer to be paid for Drive time

Coversheet

SPED Service Provider Contracts

Section: IV. Action Items
Item: R. SPED Service Provider Contracts
Purpose: Vote
Submitted by: Karen Snider
Related Material: BWA Quote 711 2019-2020.pdf
2019-2020 Making Waves Agreement.docx
19-20 Making Waves Academy Contract Attachments.pdf
SPED Master Contract 2019-20 SPG_.pdf

BACKGROUND:
MWA is contracting with service providers, recommended by our SELPA, to meet student needs. Seamless Translation: Estimated Fiscal Impact: $23,000 SPG Services: Estimated Fiscal Impact: $30,710-$61,420 DirectEd: Estimated Fiscal Impact: $10,000

RECOMMENDATION:
We recommend that the Board approves these draft contracts/agreements and authorizes the CEO or designee to finalize these agreements once all of the service provider submits all required insurance and liability forms. Fiscal Impact: varies based on usage of service providers, rates are attached for review.

Estimate

Date	Estimate #
8/13/2019	711

SEAMLESS TRANSLATION
smooth, natural translations

6501 Hercus Court
San Jose, CA 95119
claudia@seamlesstranslation.com
www.seamlesstranslation.com
Tel:+1 (408) 391 1421

Att: Karen Snider
Making Waves Academy
Richmond, CA

		Project	
Description	Hours/Words	Rate	Total
TEP-Translation, editing and proofreading of electronic documents sent and delivered via email, or in SIRAS (price per source language word).	1 word	0.15	0.00
Editing (only) of Spanish/English or English/Spanish electronic documents sent and delivered via email (price per source language word).	1 word	0.05	0.00
Reviewing of Spanish translation.	1 hour	40.00	0.00
Formatting of documents.	1 hour	40.00	0.00
		Total	$0.00

Nonpublic, Nonsectarian School/Agency Services

Master Contract

2019-2020

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA Making Waves Academy

Contract Year 2019-2020

_____ 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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2019-2020 CONTRACT NUMBER:

LOCAL EDUCATION AGENCY: Making Waves Academy

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: Directed Educational Services

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into on July 1, 2019, between Making Waves Academy, hereinafter referred to as the local educational agency ("LEA"), a member of the El Dorado SELPA and Directed 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 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 contract is executed by CONTRACTOR. This Master

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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 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 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 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, 2019 to June 30, 2020 (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, 2019. In the event the contract is not renegotiated by June 30th, an interim contract may be made available 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~~ a roster which includes the teacher credential informations~~s~~ 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

This contract 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.

Comment [NT1]: We are not legally permitted to provide this to a third party

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, the CONTRACTOR's insurance coverage shall be primary insurance as respects 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 may 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.~~

Comment [NT2]: Not approved by the legal department – must be removed

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 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 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 held to be a partner, joint venturer, 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 holding, 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 may 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 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

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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 all data related to any and all sections of this contract 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 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.

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 annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies. Training includes certification with an approved SELPA crisis intervention program. Evidence of such training to applicable or relevant staff shall be submitted to the LEA at the beginning of the school year and within six (6) days of any new hire as referenced above.

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 provided at the school site in the school's preferred format, 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.

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

Comment [NT3]: Legally we must pay the employee, therefore we must bill the time.

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. 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. 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.

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).

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 after CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA 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 after 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 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.

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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 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.

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

CONTRACTOR shall allow LEA representatives access to its facilities for periodic monitoring of each student's instructional program and shall be invited to participate in the formal review of each student's progress. 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 and 35021.2 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). Clearance certification shall be submitted to the LEA.

The passage of AB 389 amends Education Code sections 44237 and 56366.1 as to the verification that the CONTRACTOR has received a successful criminal background check clearance and has enrolled in subsequent arrest notification service, as specified, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. Further this bill deletes the exemption for applicants possessing a valid California state teaching credential or who are currently licensed by another state agency that requires a criminal record summary, from submitting two (2) sets of fingerprints for the purpose of obtaining a criminal record summary from the Department of Justice and the Federal Bureau of Investigation. 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. CALSTRS RETIREMENT REPORTING

CONTRACTOR shall identify to the LEA any employee (or the CONTRACTOR, if the CONTRACTOR is an individual) expected to perform services under this Agreement who is then-receiving CalSTRS benefits, and who may perform creditable service for the LEA as defined in Education Code 22119.5. Identification to the LEA shall include the individual's full legal name and STRS and social security identification numbers. Before any services by the individual are provided, the CONTRACTOR shall provide to the LEA a signed written confirmation from the individual that he/she is aware of the separation-from-service requirement and earnings limitations imposed by Education Code Sections 22714, 24114, 24116, 24214, 24214.5, and 24215. CONTRACTOR shall thereafter provide on a monthly basis to the LEA the actual amounts paid to the individual for services rendered under this Agreement, with the LEA responsible for reporting the individual's earnings to CalSTRS as required by law or regulation.

47. 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.

48. 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.

49. 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

50. 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.

51. 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.

52. 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.

53. 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.

54. CHILD ABUSE REPORTING

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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.

55. 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.

56. 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

57. 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.

Comment [NT4]: Our invoices are electronic and therefore are unable to be signed

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.

58. RIGHT TO WITHHOLD PAYMENT

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

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

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

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

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

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

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

59. 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.

60. 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.

61. 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.

62. 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.

Comment [NT5]: We do not permit third parties to interview our employees.

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.

63. 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.

64. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

(a) The CONTRACTOR and any of its shareholders, partners, or executive officers are <u>not</u> 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.

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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, 2019 and terminates at 5:00 P.M. on June 30, 2020, unless sooner terminated as provided herein.

CONTRACTOR	LEA
New Mediscan II, LLC dba DirectEd	Inspire Blue Ridge Academy, Granite Mountain Charter School, Heartland Charter School, Mission Vista Charter School, Feather River Charter School, Clarksville Charter School, Cottonwood Charter School, Winship Charter School
Nonpublic School/Agency	LEA Name
By: _____	By: _____
Signature Date	Signature Date
	Stacie Moore Quaife
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 Kelly Hourigan, Sr. Director	Name and Title Karen Snider – Director of Special Education
Nonpublic School/Agency/Related Service Provider New Mediscan II, LLC dba DirectEd	LEA Making Waves Academy
Address 21820 Burbank Blvd, Suite 310	Address 4123 Lakeside Drive
City State Zip Woodland Hills,CA 91367	City State Zip Richmond CA 94806
Phone Fax 323-391-1622	Phone Fax 510-854-3050
Email khourigan@direct-ed.net	Email ksnider@mwacademy.org

Additional LEA Notification (Required if completed) Hung Mai
Name and Title Director of Finance
Address 4285 Lakeside Drive
City State Zip Richmond. CA. 94806
Phone Fax 510-779-1401 510-243-9942
Email hmai@mwacademy.org

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EXHIBIT A: 2019-2020 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR: Refer to 19-20 rates outlined in Exhibit A.
The CONTRACTOR:____New Mediscan II, LLC dba DirectEd_____

_____

The CONTRACTOR CDS NUMBER:_____

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO:_____

Maximum Contract Amount:

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

1) Daily Basic Education Rate:

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

Service	Rate	Period
Intensive Individual Services (340)	_____	_____
Language and Speech (415)	_____	_____
Adapted Physical Education (425)	_____	_____
Health and Nursing: Specialized Physical Health Care (435)	_____	_____
Health and Nursing: Other Services (436)	_____	_____
Assistive Technology Services (445)	_____	_____
Occupational Therapy (450)	_____	_____
Physical Therapy (460)	_____	_____
Individual Counseling (510)	_____	_____
Counseling and Guidance (515)	_____	_____
Parent Counseling (520)	_____	_____
Social Work Services (525)	_____	_____
Psychological Services (530)	_____	_____

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Behavior Intervention Services (535)	_____	_____
Specialized Services for Low Incidence Disabilities (610)	_____	_____
Specialized Deaf and Hard of Hearing (710)	_____	_____
Interpreter Services (715)	_____	_____
Audiological Services (720)	_____	_____
Specialized Vision Services (725)	_____	_____
Orientation and Mobility (730)	_____	_____
Specialized Orthopedic Services (740)	_____	_____
Reader Services (745)	_____	_____
Transcription Services (755)	_____	_____
Recreation Services, Including Therapeutic (760)	_____	_____
College Awareness (820)	_____	_____
Work Experience Education (850)	_____	_____
Job Coaching (855)	_____	_____
Mentoring (860)	_____	_____
Travel Training (870)	_____	_____
Other Transition Services (890)	_____	_____
Other (900)	_____	_____
Other (900)	_____	_____

EXHIBIT B: 2019-2020 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 ( ) _____ ( ) _____
(Residence) (Business)
Address_____City _____State/Zip _____
(If different from student)

AGREEMENT TERMS:

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

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

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				
Assistive Technology Services (445)							
Occupational Therapy (450)							
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)							

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				
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900)							
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 Requirements: _x_ Quarterly ____ Monthly _____ Other (Specify) _____

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

-CONTRACTOR-

_____
(Name of Nonpublic School/Agency)

_____
(Signature) (Date)

_____
(Name and Title)

-LEA/SELPA-

_____
(Name of LEA/SELPA)

_____
(Signature) (Date)

_____
(Name of Superintendent or Authorized Designee)

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directed educational services

Exhibit A – 2019-20 Rate Update

FEES FOR SUBSTITUTE TEACHERS & SCHOOL SUPPORT STAFF

Rates and Fees for Day-to-Day Substitute Teacher Assignments[1]	Rates
Half Day[2] – 0-4 hours	$180.00 per day
Full Day – 4.01 – 8.0 hours	$292.00 per day
Half Day[2] – 0-4 hours – Assigned Long Term Sub (10+ school days)	$170.00 per day
Full Day – 4.01 – 8.0 hours – Assigned Long Term Sub (10+ school days)	$285.00 per day
Extended Day – 8.01 – 9.0 Hours	$325.00 per day
Overtime Fee[3], Weekend Assignments[4] and Failure to Provide Lunch or Rest Break[5]	$60.00 per hour/occurrence
No Notice Cancellation Fee[6]	$200.00 per occurrence
Rates and Fees for Substitute Teacher Assignments Requiring Lesson Planning or Grading[7]	**Daily Rate**
Teacher with 30-day Sub Permit[8]	$365.00 per day
Credentialed Teacher Assignment[8+9]	$380.00 per day
Additional Duties Fee, Missed Prep Fee or Failure to Provide a Duty Free Lunch[10]	$60.00 per hour
Lesson Planning for non-DirectEd Substitute Teacher[11]	$60.00 a day
Rates and Fees for School Support Staff [12+13] (6 hour minimum)	**Hourly Rate**
Office Assistant	$35.00 per hour
SpEd Aide or Teacher Assistant	$35.00 per hour
Certified Nursing Assistant (CNA)	$38.50 per hour
Licensed Vocational Nurse (LVN) – 4-hour minimum permitted	$51.00 per hour
SpEd Aide - NCI Certified or QBS Trained	$38.50 per hour
BII Substitute	$45.00 per hour
BII Substitute - NCI Certified or QBS Trained	$47.00 per hour
After-School Assignment (Any assignment that starts after 2:30pm. 3-hour minimum required.)	$60.00 per hour
Overtime Fee[3], Weekend Assignments[4] and Failure to Provide Lunch or Rest Break[5]	$60.00 per hour/occurrence
LVN Overtime Fee[3]	$75.00 per hour
No Notice Cancellation Fee[6]	$200.00 per occurrence

Placement Fees for Substitute Teachers and School Support Staff

1-90 assigned days at client site	$3,500 flat rate fee
>90 assigned days at client site	$1,500 flat rate fee

FEES FOR SPECIAL EDUCATION PROVIDERS, ASSESSORS AND CONSULTANTS

Special Education Provider Rates[15+16] (Minimum Visit Rates are for on-site visits. Off-site time is billed in 15 min. increments)	Hourly Rate	Minimum Billing Increments
School Psychologist	$125.00	1 hour for IEPs, consult and on-site services
Deaf and Hard of Hearing (DHH)	$165.00	1 hour for IEPs and consult; 3 hours for direct services
Credentialed School Nurse w/ Audiometrist Certificate (SN)	$105.00	1 hour for IEPs, consult and on-site services
Speech and Language Pathologist (SLP)	$135.00	1 hour for IEPs and consult; 3 hours for direct services
Speech and Language Pathology Assistant (SLPA) Supervisor provided by DE and CLIENT is not charged for supervision separately.	$85.00	3 hours for direct services
Unsupervised Speech and Language Pathology Assistant (SLPA) Supervisor provided CLIENT.	$70.00	3 hours for direct services
Occupational Therapist (OT)	$135.00	1 hour for IEPs and consult; 3 hours for direct services
Certified Occupational Therapist Assistant (COTA) Supervisor provided by DE and CLIENT is not charged for supervision separately.	$85.00	3 hours for direct services
Behavior Intervention Development (BID)	$125.00	1 hour for IEPs and consult; 2 hours for direct services
Behavior Intervention Implementation (BII)	$45.00	6 hours
Behavior Intervention Implementation (BII) - NCI Certified or QBS Trained	$47.00	6 hours
Translation - Special Education Reports in Spanish	$100.00/hour	No minimum
Vision, Hearing or Scoliosis Screening or Lice Check (if fewer than 50 students, hourly School Nurse rate applies)	$10.00	Per student / per screening
Overtime fee for SLPA, COTA and BII (non-exempt employees)[17]	1.5 times	
Failure to Provide Lunch Break/ Rest Break[5] (non-exempt employee)	1 Hour	
Other Providers not listed in the agreement	Contact for quote	
Placement Fees for Special Education Providers and Assessors		
0-1,500 hours of service charged to the CLIENT for that employee	$15,000 flat fee	
>1,500 hours of service charged to the CLIENT for that employee	$3,500 flat fee	

SEARCH FEES

Description of Search Fees	Fee

Initial Fee – billed for each position requested by CLIENT	$500
Teacher and Counselors Final Fee	$3,500
School Psychologist or School Administrator Final Fee	$7,500
Other	Quoted

TRAINING FEES

Description of Fees	Fee
Training Services DE provides an array of training options. Call us and we will create a customized plan to address your needs.	Contact for quote

Exhibit A Notes:

1. The hours billed is based on the following calculation. DE will add 15 minutes to the start and 15 minutes to the end time of the CLIENT'S bell schedule. An additional 15 minutes may be added to the start of the workday, if a morning break is not included in the CLIENT's bell schedule. Lunch is unpaid, so the duration of the lunch is deducted from the calculation.
2. For an assignment to qualify as a half day assignment the calculation of hours must include 15 minutes prior to the substitute's first class and 15 minutes after substitute's last class.
3. Employees will be paid overtime if they work more than 8 hours per day
4. Any assignment that starts after 1:30pm or any assignment on a Saturday or Sunday is paid at this rate. A 3-hour minimum applies to these assignment types.
5. This fee applies when CLIENT prohibits a non-exempt employee from taking their scheduled lunch and/or rest breaks
6. CLIENT may be charged if a confirmed assignment is cancelled once the employee is in route or has arrived at the assignment.
7. Teachers who are lesson planning shall verify their hours with the office manager or other designee on a weekly basis. Lesson planning rates go into effect anytime an assignment requires lesson planning or grading. CLIENT will be billed retroactively, if applicable. Pupil Free Days and Professional Development Days will be billed at the lesson planning rate if the substitute is required to report to work on those days. If transition days are requested, they will be billed as an assignment not requiring lesson planning.
8. If a lesson planning substitute teacher is absent, the CLIENT will be charged the lesson planning rate of that teacher when a DE substitute covers the assignment. This is to compensate the lesson planning stipend DE pays the Employee when absent.
9. This rate applies to teachers who are credentialed in the subjects they are teaching.
10. A CLIENT administrator or administrative designee must approve all additional duties on the Employee's timecard. Additional duties include, office hours, detention coverage, Back-to-School Night, Parent Conferences, etc. Teachers who are lesson planning will be provided the standard preparation time and/or conference periods provided to other teachers at the CLIENT's school site. They must also be provided with a duty-free 30 minute lunch. If neither of these are provided, additional duties fees will apply.
11. Fee applies when a DE employee is absent and creates lesson plans for a non-DE employee.
12. School support staff employees may not have a valid 30-Day Substitute Permit, are not allowed to supervise classrooms independently and should not be left alone with students for extended periods of time. Lunch is deducted from the calculation of hours and is therefore unpaid.
13. CLIENT may not modify the confirmed hours of an assignment request once the Employee is in route to the assignment. CLIENT shall immediately notify DE within 1 business day if Employee does not show up for a confirmed assignment. CLIENT will be charged all confirmed amounts unless DE is notified of the Employee "No Show".
14. CLIENT may be charged if a confirmed assignment is cancelled once the employee is in route or has arrived at the assignment.
15. Additional Terms for Special Education Providers: Absent Students/Schedule Changes
    a. BII Services- CLIENT will be charged the minimum visit of six hours for these services if student is absent and DE is not provided email notice one business day in advance.

b. Direct Services- CLIENT will be charged a one-hour service fee in the event that the scheduled student(s) is/are absent or if CLIENT does not allow provider to provide services to students.
c. CLIENT must provide at least one business day notice if there is a change in the CLIENT or student's schedule that will impact the Employee's scheduled visit. Failure to notify DE will result in a charge of one hour for the service

16. Additional Terms for Assessment and Consultation Services
    a. CLIENT may be charged a one-hour service fee, if an IEP meeting is cancelled with less than 24 hours of notice. If a parent or guardian does not attend a scheduled IEP meeting, CLIENT will still be charged a one-hour service fee.
    b. When an assessment or student consultation is previously scheduled, CLIENT will be charged a one-hour minimum visit if the student(s) is/are absent or if CLIENT decides that the student(s) are not able to be pulled for assessment services. CLIENT must provide at least 1 business day notice if there is a change in the CLIENT or student's schedule that will impact the Employee's scheduled visit. Failure to notify DE will result in a charge of one hour for the service.
17. DE complies with California laws and codes and ensure that all non-exempt employees sent to the CLIENT site are provided with the required number of breaks as prescribed by the law.

The Speech Pathology Group, Inc.

2021 Ygnacio Valley Rd, C-103
Walnut Creek, CA 94598
Phone (925) 945-1474 Fax (925) 945-1768

AGREEMENT BETWEEN
Making Waves Academy
AND
THE SPEECH PATHOLOGY GROUP, INC.

THIS AGREEMENT is effective July 1, 2019 by and between the **Making Waves Academy (**hereinafter "District") and **The Speech Pathology Group** (hereinafter "Contractor").

District hereby engages Contractor to render described services under the terms and conditions of this Agreement.

1. **Performance of Services:**
   a. Contractor agrees to perform the services described on "Addendums A, B, and/or C" (hereinafter "Services") of this Agreement as an independent contractor. Contractor will determine the means, manner, method, and details of performing the Services. Contractor shall be responsible for providing the materials and tools, necessary for the performance of the Services.

   b. Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of the District. Contractor shall be solely responsible for the professional performance of the Services, and shall receive no assistance, direction, or control from District. Contractor shall have sole discretion and control of Contractor's services and the manner in which they are performed.

2. **Compensation & Terms for Payment**: Contractor shall submit written demand monthly for payment, said demand shall be made on a form and in the manner prescribed by the Contractor detailing dates/hours of services provided. Contractor shall submit said demands for payment for services rendered no later than thirty (30) days from the end of the month in which said Services were actually rendered. District shall make payment in an amount equal to the number hours of service provided multiplied by the agreed upon hourly rate within thirty (30) days of receipt of invoice. Any amounts past due shall accrue interest from the due date until paid at the rate of 18% per annum.

3. **Contract Term and Termination:** This Agreement will become effective on July 1, 2019 This Agreement will terminate upon the completion of the Services (as stated in addendums A (speech) and/or B (behavior) and/or C (Psychological Services)) or when terminated as set forth below.

   a. Either party may terminate this Agreement at any time by giving twenty (20) days written notice (as referenced in number 4 of this contract) to the other party. Contract changes, amendments or cancellations must be communicated directly with Contractor's President. *As a professional courtesy, please do not discuss contract changes, costs, or pending employment changes with contractor's employees.* The Contractor will inform its' employees of changes or cancellations to the contract.

4. **Notice:** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or fax transmission with verbal confirmation of receipt, addressed as follows:

DISTRICT

Making Waves Academy
4123 Lakeside Dr
Richmond, CA 94806
Phone: (510) 262-1511
Fax:

CONTRACTOR

The Speech Pathology Group, Inc.
2021 Ygnacio Valley Rd, C-103
Walnut Creek, CA 94598
Phone: (925) 945-1474
Fax: (925) 945-1768
Tax ID# 94-3290122

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Any notice personally given or sent by certified mail or fax transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service.

5. **Relationship of the Parties:** Please note that all Contractors' employees are employed on an "At Will" basis and therefore cannot be required to provide a 20-day notice of termination. Contractor does request that employees provide a minimum of 20-day notice of termination. Contractor shall not be responsible for any loss or claim of damage whatsoever incurred by District/Facility in the event Contractor cannot provide a Speech-Language Pathologist (SLP), Speech-Language Pathology Assistant (SLPA), Board Certified Behavior Analyst (BCBA), Board Certified Assistant Behavior Analyst (BCaBA), Registered Behavior Technician (RBT), Behavior Technician (BT), or School Psychologist (SP), due to resignation of Contracted SLP/SLPA/BCBA/BCaBA/RBT/BT/SP or Contracted SLP/SLPA/BCBA/BCaBA/RBT/BT/SP is not able to provide services for any reason. However, Contractor will use all efforts to replace the SLP/SLPA/BCBA/BCaBA/RBT/BT/SP, if one is available in the area.
   a. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. Under no circumstances shall Contractor be considered an employee of District within the meaning of any federal, state, or local law or regulation including, but not limited to, laws or regulations governing unemployment insurance, old age benefits, workers' compensation, industrial illness or accident coverage, taxes, or labor and employment in general.
   b. Under no circumstances shall Contractor look to District as his/her employer, or as a partner, agent, or principal. Contractor shall not be entitled to any benefits accorded to District's employees, including, without limitation, workers' compensation, disability insurance, vacation, or sick pay.
   c. Contractor shall be responsible for providing, at Contractor's expense, and in the Contractor's name, disability, workers' compensation or other insurance, as well as licenses and permits usual or necessary for conducting the Services hereunder.

6. **Management of Speech Pathology Group Staff:**

   a. Each SLP/SLPA/SP employee of Contractor is assigned a Clinical Supervisor. The Clinical Supervisor is available to provide assistance and support by helping contractor's employees access requested materials/assessments, explaining District/Facility procedures and forms, answering questions related to federal/state regulations and eligibility criteria, providing intervention suggestions and helping to resolve site related issues. The Clinical Supervisor may make site visits and/or provide Service Coverage for a contracted SLP/SLPA/SP that is ill or may have excessive absences. Clinical Supervision services to be provided within contracted hours for assigned SLP/SLPA as designated in Addendum A and for assigned SP in Addendum C.

   b. Each BT/RBT/BCaBA employee of Contractor is assigned a BCBA. The BCBA is available to provide assistance and support by helping contractor's employees access requested materials, explaining District/Facility procedures and forms, answering questions related to federal/state regulations, providing intervention suggestions and helping to resolve case related issues. The BCBA will make site visits and/or provide Service Coverage for a contracted RBT/BCaBA that is ill or may have excessive absences. BCBA services to be provided within contracted hours as outlined in Addendum B.

7. **Federal & State Taxes:** Contractor shall pay, when and as due, any and all local, state and federal income or other taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide District with proof of said payment upon demand. Contractor hereby indemnifies District for any claims, losses, costs, fees, liabilities, damages, or injuries suffered by District arising out of Contractor's breach of this Section.

8. **Fingerprinting and Criminal Records Check of Contractor's Employees:** CONTRACTOR shall comply with the requirements of California Education Code section 44237, 3501.1 and 35021.2 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, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA pupils, prior to service with any LEA pupil. CONTRACTOR hereby agrees that CONTRACTOR'S employees and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA pupils, shall not come in contact with LEA pupils 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 LEA pupils, or contractors, who may come into contact with LEA pupils 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). In

addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

If District/Facility policy requires contractor's employee to obtain separate and additional live scan prior to placement at facility site, they may do so at District's/Facility's expense.

9. **Caseload Maximum:**
   a. Speech-Language Services: Contractor agrees to a maximum caseload of 55 students for each full time SLP/SLPA and a maximum caseload of 40 students for any caseload that solely consists of students classified as SH, AAC, and/or preschool. Combination caseloads will be prorated based on caseload roster provided by district. *It should be noted that both ASHA and CTA recommend a caseload limit of 40 students for K through 12 public schools.

   b. Behavior Intervention Services: BTs/RBTs are highly trained 1:1 aides. BCaBAs and BCBAs must supervise RBTs in accordance with the Behavior Analyst Certification Board (BACB) requirements.

10. **Rules and Regulations**: All results and regulations of the Board of Education and all federal, state, and local laws, ordinances and regulations are to be observed strictly by Contractor pursuant to this Agreement.

11. **Indemnification:**
    a. Contractor shall and does hereby indemnify, defend, and hold harmless District, and District's officers, employees, agents and representatives from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities and damages, including, without limitation, interest, penalties, and reasonable attorneys fees and costs, that District may incur or suffer and that arise, result from, or are related to any breach or failure of Contractor to perform any of the representations, warranties, and agreements contained in this Agreement.

    b. District shall and does hereby indemnify, defend, and hold harmless Contractor, and Contractor's officers, employees, agents and representatives from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities and damages, including, without limitation, interest, penalties, and reasonable attorneys fees and costs, that Contractor may incur or suffer and that arise, result from, or are related to any breach or failure of District to perform any of the representations, warranties, and agreements contained in this Agreement.

12. **Ownership of Designs and Plans:** Contractor agrees that all designs, plans, reports, specifications, drawings, schematics, prototypes, models, inventions and all other information and items made during the course of this Agreement and arising from the Services shall be owned by and assigned to District as its sole and exclusive property.

13. **Non-Solicitation:** District/Facility understands and acknowledges that Contractor expends extensive amounts of time and money educating, training and mentoring its employees. The purpose of these investments by Contractor is to enhance employee retention and maintain a well-trained supply of employees capable of working at multiple Districts/Facilities. Contractor is not in the business of training individuals to be hired as employees of a District/Facility. Accordingly, District/Facility agrees that during the term of this Agreement and for the immediate six calendar months following the termination of this Agreement (the "Period"), District/Facility will not solicit any employee of Contractor placed at District/Facility, without the prior written consent of Contractor and not hire any employee of Contractor with the Period without paying the liquidated damages amount stated in this section. If District/Facility hires Contractor's employee during the Period, in which case, District/Facility shall pay to Contractor as liquidated damages and not as a penalty, the amount equal to one-half of the total amount District/Facility agreed to pay to Contractor for the full term of this Agreement. District/Facility agrees that the damage caused to Contractor if District/Facility hires Contract's employees, including the loss of the return on Contractor's investment in its employee, is difficult to ascertain and that it would be impracticable or extremely difficult to fix the amount of actual damages. District/Facility, therefore, agrees that this stated amount of liquidated damages is reasonable under the circumstances existing at the time this Agreement is executed.

14. **Supplies & Equipment:** Contractor will provide therapy and diagnostic materials as needed, if they are not available at school district/site. Should the contracting District require computer generated reports and IEPs, then it is the District's responsibility to either provide a computer to the contracted employee or provide access to a computer at the contractor employee's assigned site(s). If a computer is not available, then it is understood that all documentation will be hand written.

15. **California Law:** This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California. The parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Contra Costa County, California.

16. **Attorneys' Fees**: If either party files any action or brings any proceedings against the other arising out of the Agreement, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit, whether or not suit proceeds to final judgment. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to its costs or attorneys' fees.

17. **Waiver:** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

18. **Time for Site Specific Trainings/Requirements:**

    a. Speech Services: District agrees to compensate Contractor for time spent by Contractor's employee for orientation/trainings, teacher workdays, non-student days when teachers are required to report to work, speech meetings, staff development days, and the like. Attendance for these services will be provided in accordance with the weekly contracted hours set forth in Addendum A.

    b. Behavior Intervention Services and School Psychology Services: District agrees to compensate Contractor for time spent by Contractor's employee for orientation/trainings, teacher workdays, non-student days when teachers are required to report to work, speech meetings, staff development days, and the like, when District has requested Contractor's employee(s) to attend. Attendance for these services will be in addition to the weekly contracted hours set forth in Addendum B for Behavior Intervention Services and Addendum C for School Psychology Services.

    c. District also agrees to pay Contractor for any additional time required by Contractor's employee to become proficient with any District/Facility required procedure (i.e.: computerized IEPs, Medi-Cal reports, positive behavior intervention, etc). Any hours in excess of contracted hours set forth in Addendums A, B, and/or C will require prior approval from District/Facility designee.

19. **List of Services to be Performed by Contractor:**

    a. Speech-Language Services: Contractor will provide Services that align with the scope and practice for Speech and Language Pathology, as defined by the California Speech-Language Pathology and Audiology Board, for provision of speech/language therapy services in the public school setting. Services to include direct and indirect activities as they pertain to eligible students on caseload and in accordance with the Individual Education Plan (IEP) which will define the type and frequency of service that each student is to receive.

    District will provide contracted SLP/SLPA with site's most current caseload list, to be updated on a monthly basis, via district generated roster lists.

    b. Behavior Intervention Services: Contractor will provide Services that align with the scope and practice for Behavior Analysts, as defined by the Behavior Analyst Certification Board, for provision of behavior intervention services in the public school setting. Services to include direct services as they pertain to eligible students and in accordance with the Individual Education Plan (IEP) which will define the type and frequency of service that each student is to receive.

    c. School Psychology Services: Contractor will provide Services that align with the scope and practice for School Psychologists, as outlined in the California Education Code, for provision of School Psychology services in the public school setting. Services to include direct services as they pertain to eligible students and in accordance with the Individual Education Plan (IEP) which will define the type and frequency of service that each student is to receive.

20. **Entire Agreement of Parties:** This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations and agreement, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both parties.

It is understood that contracted Speech Services will be provided and caseload demands will be met, by a certified, licensed, and/or credentialed Speech-Language Pathologist (SLP), and/or a licensed Speech-Language Pathology Assistant (SLPA), when under the supervision of a certified and licensed SLP.
It is further understood that contracted Behavior Services will be provided by a certified, licensed, and/or credentialed Board Certified Behavior Analyst (BCBA), certified, licensed and/or Board Certified Assistant Behavior Analyst (BCaBA) under the supervision of a BCBA, and/or a certified, licensed, and/or credentialed Registered Behavior Technician (RBT) and/or Behavior Technician (BT) under the supervision of a certified and licensed BCaBA or BCBA.

It is further understood that contracted School Psychology Services will be provided by a certified, licensed, and/or credentialed School Psychologist.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written. This contract is effective on July 1, 2019, and terminates on June 30, 2020, unless sooner terminated as provided herein.

DISTRICT

_____
Name and Title of Authorized Representative
Making Academy Waves

_____
Signature

_____
Date

CONTRACTOR

Susan Stark M.S.
Susan Stark, M.S., CCC-SLP
President

8/29/19
Date

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The Speech Pathology Group, Inc.

Making Waves Academy 2019-20	Addendum A					As of:	8/29/2019
School Based Speech-Language Pathologists							
SPG Therapist	**Site**	**Dates of Service**	**Days per Week**	**Days**	**Notes**	**Hourly Rate**	**Amount**
ESY Services July 2019							
							$ -
	The Bay Area Collaborative (BAC) granted The Speech Pathology Group a 2.71% COLA effective 7/1/19						
						Total ESY Services July 2019:	**$ -**
Fall/Spring School Based Services*							
SPG Therapist	**Site(s)**	**Dates of Service**	**Days per Week**	**Days**	**Notes**	**BAC Daily Rate**	**Amount**
TBD		9/3/19-TBD	2	74		$830.00	$ 61,420.00
						Total Fall/Spring Projection:	**$ 61,420.00**
ESY Services June 2020							
SPG Therapist	**Site**	**Dates of Service**	**Days per Week**	**Days**	**Notes**	**Hourly Rate**	**Amount**
							$ -
							$ -
						Total ESY Services June 2020:	**$ -**
Individual Service Agreements							
Student	**Service**	**Dates**	**Site**	**Hours**	**Therapist**	**Hourly Rate**	**Amount**
							$ -
							$ -
						Total ISAs:	**$ -**

*SPG utilizes a Professional Work Week. Daily hours may flex pending caseload/district requirements, i.e. IEP meetings, parent conferences, staff meetings, etc. 7-8 hour day. SLPs will adhere to district staff calendar (including teacher work days and staff development days). Contractor agrees to provide services within the contracted days, as set forth above.

Caseload requirements: For FT therapist, caseloads are not to exceed 55 students in a week.

Caseloads consisting of Preschool students are not to exceed 40 students in a week.

Total 2019-20 Projection: $ 61,420.00

The Speech Pathology Group (NPA) and the LEA (District) understand that it is the District's responsibility to provide training for contracted staff pertaining to the District's policies and procedures, including but not limited to: SEIS, Progress Reporting, Attendance Registers**, Medical/MAA Billing.

**The District understands that collection and retention of all attendance registers submitted by contracted staff is the responsibility of the District.
It is further understood that the district will inform The Speech Pathology Group of contracted staff who are out of compliance with the District's policies and procedures.

The contracting NPA understands that the District will provide computer access to contracted staff for SEIS access and input and for other required documentation.
The NPA will provide all diagnostic and therapy materials to contracted service providers with the understanding that District agrees to provide appropriate and necessary test protocols, as test protocols are part of the student's record and are retained in student's file.

Bilingual therapists are contracted to provide speech-language services and will not be utilized as interpreters during IEP meetings as this is outside their scope of professional practice.

Susan Stark, M.S., CCC-SLP, President — 8/29/2019

Susan Stark, M.S., CCC-SLP, President — Date
The Speech Pathology Group, Inc.

_____ _____

Name and Title — Date
Making Waves Academy

Powered by BoardOnTrack

CALIFORNIA DEPARTMENT OF EDUCATION
NOTICE OF NONPUBLIC AGENCY CERTIFICATION

Date: October 15, 2018
NPA ID: 9900164
Nonpublic Agency: The Speech Pathology Group, Inc-Walnut Creek
Site Administrator: Susan Stark
Site Address: 2021 Ygnacio Valley Road, C202
City: Walnut Creek CA 94598

Maximum Capacity: 76+ **Grades:** PK to 12 **Student Gender:** Coed

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2019 CERTIFICATION STATUS:

APPROVED

Certified related services must be provided according to Title 5 of the California Code of Regulations, Section 3051 et. seq. Related services may not be provided in lieu of core academic direct instruction unless specifically stated on student IEPs.

EFFECTIVE DATES:

January 01, 2019 *through* December 31, 2019

Authorized Sites to Serve: ☑ LEAs ☑ NPA Site ☑ NPS Sites ☐ Virtual Services

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Authorized to Provide the Following Related Services:

☐ APE	☑ BII	☑ LSDR	☐ PCT	☐ SDTI	☐ VECD
☐ AS	☐ CG	☐ MT	☑ PS	☐ SW	☐ LI:
☑ ATS	☐ EE	☐ OM	☐ PT	☐ TS	☐ Other Services Authorized:
☑ BID	☐ HNS	☐ OT	☐ RS	☐ VS	

Certification is not an endorsement of the services offered by the nonpublic agency (NPA), but states only that the NPA meets minimum legal standards. "Approved" or "Conditional" certifications authorize the NPA to accept students placed by local educational agencies (LEAs) under California Education Code, Section 56366.

Focused Monitoring and Technical Assistance VI Unit

Special Education Division

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
The Speech Pathology Group, INC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
2021 Ygnacio Valley Rd. C-103

Requester's name and address (optional)

6 City, state, and ZIP code
Walnut Creek, CA 94598

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
			–			–				

or

Employer identification number
9	4	–	3	2	9	0	1	2	2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ _____ Date ▶ 1/14/19

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

SPG
THE SPEECH PATHOLOGY GROUP

Staff Clearances and Annual Required Notices

The Speech Pathology Group certifies that pursuant to California Education Code sections 44237, 56366.1, 30521.1, and 35021.2 all employees of The Speech Pathology Group have obtained clearance from the California Department of Justice and the Federal Bureau of Investigation and none of its employees have been convicted of a violent or serious felony as defined in the 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). Records of these clearances are kept on file in The Speech Pathology Group's Human Resources Department and The Speech Pathology Group has enrolled in subsequent arrest notification service as specified for each owner, operator, and employee of The Speech Pathology Group, per the requirements of Assembly Bill 389 and California Penal Code section 11105.2.

Tuberculosis clearance has also been obtained for all Speech Pathology Group employees per the requirements of California Education Code sections 35021 et. seq. The Speech Pathology Group complies with the OSHA Blood Borne Pathogens Standards, per Title 29 Code of Federal Regulations section 1910.1030 and provides annual trainings regarding blood borne pathogens health care precautions. Annual notices and procedures are distributed to all Speech Pathology Group employees including but not limited to: Anti-Bullying and Harassment, also cited as the Safe Place to Learn Act (as defined by the California Education Code sections 48900 and 234-234.5), Child Abuse and Neglect Mandated Reporting, Positive Behavior Intervention (California Code of Regulations, Title 5, Section 3052(i)), Reporting of Missing Children (California Education Code 49370), and Sexual Harassment/Non-Discrimination.

Records of state license/credential, tuberculosis clearances, and confirmation of receipt of all required annual notices are kept on file in The Speech Pathology Group's Human Resources Department.

Susan Stark, M.S., CCC-SLP
President

5/8/19
Date

2021 Ygnacio Valley Rd., Suite C-103 • Walnut Creek, CA 94598
925.945.1474 • fax 945.1768 • speechpathologygroup.com

5/26/16

Please be advised that with the new carrier, Sentinel/Hartford, the Additional Insured wording is built into the policy form, and therefore, there is no separate additional insured endorsement to attach to the certificates. Please see the attached certificate with the policy form, for which we have added the insured name and policy number so that you can refer it back to the certificate. Please see starting at the bottom of page 11, paragraph 6 – Additional Insureds When Required by Written Contract…. This gives the same additional insured status as the additional insured endorsement that you are used to seeing.

Please let me know if you have any further questions.

Jamie Yaudes
Senior Account Manager



3697 Mt. Diablo Blvd., Suite 300, Lafayette, CA 94549
o925.627.8200 | f925.299.0328
Jamie_Yaudes@ajg.com
Arthur J. Gallagher & Co. Insurance Brokers of California, Inc.
CA License #0726293

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/29/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher & Co. Insurance Brokers of CA. Inc, LIC # 0726293 3697 Mt. Diablo Blvd, Suite 300 Lafayette CA 94549	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 925-299-1112 **FAX (A/C, No):** 925-299-0328 **E-MAIL ADDRESS:** jamie_yaudes@ajg.com
INSURED SPEEPAT-01 The Speech Pathology Group, Inc. 2021 Ygnacio Valley Road, #C103-202 Walnut Creek CA 94598	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Republic Indemnity Company of America — 22179 **INSURER B :** Sentinel Insurance Company Ltd — 11000 **INSURER C :** Columbia Casualty Company — 31127 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1773667754 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	Y	Y	57SBARI4664	11/1/2018	11/1/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
B	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y	Y	57SBARI4664	11/1/2018	11/1/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 2,000,000 $ $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $	Y	Y	57SBARI4664	11/1/2018	11/1/2019	EACH OCCURRENCE AGGREGATE 	$ 2,000,000 $ 2,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: Y **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	18629506	10/1/2018	10/1/2019	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liability Sexual Molestation & Abuse	Y	Y	HMA4032222287	3/1/2019	3/1/2020	Each Claim Aggregate Limit Each Claim & Aggregat	$2,000,000 $5,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Additional Insured, Primary and Waiver of Subrogation Endorsements are only valid if requested by written contract.
Making Waves Academy is included as an additional insured per form SS 00 08 04 05 attached.

CERTIFICATE HOLDER

Making Waves Academy
4123 Lakeside Dr.
Richmond CA 94806
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03) **The ACORD name and logo are registered marks of ACORD**

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal and advertising injury" arising out of an offense committed

before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs **a.** through **f.** below are additional insureds when you have agreed, in a written

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contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section **F.** – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

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Nonpublic, Nonsectarian School/Agency Services

Master Contract

2019-2020

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA Making Waves Academy

Contract Year 2019-2020

_____ Nonpublic School
✔ Nonpublic Agency

Type of Contract:

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

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

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

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

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2019-2020 CONTRACT NUMBER:

LOCAL EDUCATION AGENCY: Making Waves Academy

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: SPG

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into on July 1, 2019, between Making Waves Academy, hereinafter referred to as the local educational agency ("LEA"), a member of the El Dorado SELPA and SPG (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 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 contract 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 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 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 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, 2019 to June 30, 2020 (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, 2019. In the event the contract is not renegotiated by June 30th, an interim contract may be made available 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 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

This contract 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**, the CONTRACTOR's insurance coverage shall be primary insurance as respects 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** may 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 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 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 held to be a partner, joint venturer, 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 holding, 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 may 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 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 all data related to any and all sections of this contract 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 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.

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 annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies. Training includes certification with an approved SELPA crisis intervention program. Evidence of such training to applicable or relevant staff shall be submitted to the LEA at the beginning of the school year and within six (6) days of any new hire as referenced above.

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.

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

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).

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 after CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA 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 after 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 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 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.

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

CONTRACTOR shall allow LEA representatives access to its facilities for periodic monitoring of each student's instructional program and shall be invited to participate in the formal review of each student's progress. 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 and 35021.2 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). Clearance certification shall be submitted to the LEA.

The passage of AB 389 amends Education Code sections 44237 and 56366.1 as to the verification that the CONTRACTOR has received a successful criminal background check clearance and has enrolled in subsequent arrest notification service, as specified, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. Further this bill deletes the exemption for applicants possessing a valid California state teaching credential or who are currently licensed by another state agency that requires a criminal record summary, from submitting two (2) sets of fingerprints for the purpose of obtaining a criminal record summary from the Department of Justice and the Federal Bureau of Investigation. 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. CALSTRS RETIREMENT REPORTING

CONTRACTOR shall identify to the LEA any employee (or the CONTRACTOR, if the CONTRACTOR is an individual) expected to perform services under this Agreement who is then-receiving CalSTRS benefits, and who may perform creditable service for the LEA as defined in Education Code 22119.5. Identification to the LEA shall include the individual's full legal name and STRS and social security identification numbers. Before any services by the individual are provided, the CONTRACTOR shall provide to the LEA a signed written confirmation from the individual that

he/she is aware of the separation-from-service requirement and earnings limitations imposed by Education Code Sections 22714, 24114, 24116, 24214, 24214.5, and 24215. CONTRACTOR shall thereafter provide on a monthly basis to the LEA the actual amounts paid to the individual for services rendered under this Agreement, with the LEA responsible for reporting the individual's earnings to CalSTRS as required by law or regulation.

47. 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.

48. 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.

49. 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

50. 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.

51. 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.

52. 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.

53. 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.

54. 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.

55. 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.

56. 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

57. 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.

58. RIGHT TO WITHHOLD PAYMENT

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

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

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

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

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

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

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

59. 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.

60. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

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

NONPUBLIC SCHOOL STUDENT ABSENCE

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

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

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay

for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a student no later than the fifth (5^{th}) 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.

61. 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.

62. 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.

63. 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.

64. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

(a) The CONTRACTOR and any of its shareholders, partners, or executive officers are <u>not</u> 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, 2019 and terminates at 5:00 P.M. on June 30, 2020, unless sooner terminated as provided herein.

CONTRACTOR	LEA
The Speech Pathology Group, Inc.	Making Waves Academy
Nonpublic School/Agency	LEA Name
By: Susan Stark, M.S. 8/29/19	By:
Signature Date	Signature Date
Susan Stark, MS, CCC-SLP, President	
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:
Susan Stark	Karen Snider
Name and Title: President	Name and Title: Director of Special Education
Nonpublic School/Agency/Related Service Provider: The Speech Pathology Group	LEA: Making Waves Academy
Address: 2021 Ygnacio Valley Rd C-103	Address: 4123 Lakeside Dr.
City: Walnut Creek State: CA Zip: 94598	City: Richmond State: CA Zip: 94806
Phone: 925-945-1474x 109 Fax: 925-945-1768	Phone: 510-854-3050 Fax:
Email: Susan@speechpath.com	Email: ksnider@mwacademy.org

Additional LEA Notification
(Required if completed)
Hung Mai
Name and Title: Director of Finance
Address: 4285 Lakeside Dr.
City: Richmond State: CA Zip: 94806
Phone: 510-243-5204 Fax: Fax # 510-262-1559
Email: hmai@mwacademy.org

EXHIBIT A: 2019-2020 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR:____ _____

The CONTRACTOR CDS NUMBER:_____

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO:_____

Maximum Contract Amount: _____

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

1) Daily Basic Education Rate: _____

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

Service	Rate	Period
Intensive Individual Services (340)		
Language and Speech (415)		
Adapted Physical Education (425)		
Health and Nursing: Specialized Physical Health Care (435)		
Health and Nursing: Other Services (436)		
Assistive Technology Services (445)		
Occupational Therapy (450)		
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 (710)		
Interpreter Services (715)		
Audiological Services (720)		
Specialized Vision Services (725)		
Orientation and Mobility (730)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Transcription Services (755)		
Recreation Services, Including Therapeutic (760)		
College Awareness (820)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Travel Training (870)		
Other Transition Services (890)		
Other (900)		
Other (900)		

EXHIBIT B: 2019-2020 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 ( ) _____ ( ) _____
(Residence) (Business)
Address_____City _____State/Zip _____
(If different from student)

AGREEMENT TERMS:

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

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

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				
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)							
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)							

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				
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900)							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

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 Requirements: X Quarterly ____ Monthly ____ Other (Specify) _____

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

-CONTRACTOR-

_____
(Name of Nonpublic School/Agency)

_____
(Signature) (Date)

_____
(Name and Title)

-LEA/SELPA-

Making Waves Academy/El Dorado Charter SELPA
(Name of LEA/SELPA)

_____
(Signature) (Date)

_____
(Name of Superintendent or Authorized Designee)

Coversheet

Vendor Invoices (April 2019-July 2019)

Section: V. Consent Action Items
Item: A. Vendor Invoices (April 2019-July 2019)
Purpose: Vote
Submitted by: Hung Mai
Related Material: Bill Payment List - Apr 2019-Jul 2019.pdf

BACKGROUND:
This is the routine vendor payments from April 2019 to July 2019

RECOMMENDATION:
To review and approve vendor payments from April 2019 to July 2019 w/ a fiscal impact of $3,028,124

Making Waves Academy

Bill Payment List

April 2019 - July 2019

Date	Num	Vendor	Amount	Descriptions
4/15/2019	13815	4Site Interactive Studios, Inc	$ 225.00	IT Contracted Services
6/10/2019	14017	4Site Interactive Studios, Inc	$ 862.50	IT Contracted Services
7/8/2019	14111	4Site Interactive Studios, Inc	$ 37.50	IT Contracted Services
4/29/2019	13870	501(c) Agencies Trust	$ 16,798.99	Unemployment Insurance
7/1/2019	14090	5-Star Students	$ 1,300.00	Contract Services
5/13/2019	13921	Active Internet Technologies, LLC	$ 35,000.00	IT Contracted Services
4/15/2019	13816	Alert Services, Inc	$ 1,608.26	Sport Medical Supplies
5/20/2019	13950	Alert Services, Inc	$ 513.48	Sport Medical Supplies
4/15/2019	13817	Alexander Atkins Design	$ 350.00	Contracted Services
4/3/2019	13770	Alliant International University	$ 14,445.90	Staff Tuition Fee
7/29/2019	14165	Alliant International University	$ 10,143.68	Staff Tuition Fee
5/20/2019	13951	Altura Communication Solutions, LLC	$ 7,745.00	IT Contracted Services
7/22/2019	14155	Altura Communication Solutions, LLC	$ 65.00	IT Contracted Services
7/8/2019	14112	Alvarez, Arturo	$ 78.75	Contract Services
4/15/2019	13818	Ameriflex LLC	$ 128.00	FSA Administrative Fee
5/13/2019	13922	Ameriflex LLC	$ 124.00	FSA Administrative Fee
7/16/2019	14148	Ameriflex LLC	$ 248.00	FSA Administrative Fee
6/21/2019	14088	Amplified IT LLC	$ 3,078.00	IT Contracted Services
5/13/2019	13923	Angell, Michael	$ 1,500.00	Coach Payment
7/1/2019	14091	AP Exams	$ 14,083.00	College Entrance Exams
7/1/2019	14092	Apex Learning Inc.	$ 40,350.00	Online Learning
6/3/2019	13996	Associated Valuation Services, Inc.	$ 1,558.00	Contracted Services
7/22/2019	14156	Associated Valuation Services, Inc.	$ 1,558.00	Contracted Services
4/3/2019	13771	AT&T	$ 2,597.02	Telephone
4/15/2019	13819	AT&T	$ 2,819.10	Telephone
4/29/2019	13871	AT&T	$ 1,098.51	Telephone
5/20/2019	13952	AT&T	$ 1,098.67	Telephone
6/21/2019	14060	AT&T	$ 1,098.67	Telephone
7/15/2019	14132	AT&T	$ 1,808.71	Telephone

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Making Waves Academy

Bill Payment List

April 2019 - July 2019

Date	Num	Vendor	Amount	Descriptions
7/29/2019	14166	AT&T	$ 2,287.79	Telephone
4/15/2019	13820	AT&T LONG DISTANCE	$ 5.56	Utility
5/13/2019	13924	AT&T LONG DISTANCE	$ 2.70	Utility
6/3/2019	13997	AT&T LONG DISTANCE	$ 4.62	Utility
4/15/2019		Axis Talent Partners LLC C/O DBooks LLC	$ 32,500.00	Contract Services
5/13/2019		Axis Talent Partners LLC C/O DBooks LLC	$ 16,800.00	Contract Services
4/3/2019	13772	Bay Area Charters	$ 27,398.53	Transportation for Field Trip and Sport
4/22/2019	13851	Bay Area Charters	$ 5,371.51	Transportation for Field Trip and Sport
5/6/2019	13894	Bay Area Charters	$ 8,460.02	Transportation for Field Trip and Sport
5/20/2019	13953	Bay Area Charters	$ 4,300.02	Transportation for Field Trip and Sport
6/21/2019	14061	Bay Area Charters	$ 6,486.02	Transportation for Field Trip and Sport
7/1/2019	14093	Bay Area Charters	$ 7,176.00	Transportation for Field Trip and Sport
4/22/2019	13852	Bay Area Conference	$ 3,890.00	Conference Fees
6/3/2019	13999	Bay Area Conference	$ 95.00	Conference Fees
6/3/2019	13998	Bay Area Conference	$ 12.00	Conference Fees
4/29/2019	13872	Bayside Press	$ 3,287.01	Printing and Production
4/3/2019	13773	Blue Sky Sports	$ 927.31	School Supplies
5/28/2019	13969	Blue Sky Sports	$ 985.87	School Supplies
7/1/2019	14094	BoardOnTrack, Inc	$ 9,995.00	IT Contracted Services
7/29/2019	14167	BrainPOP	$ 1,895.00	Contracted Services
6/17/2019	14042	California Academy of Sciences	$ 150.00	Field Trip
6/17/2019	14043	California Autism Foundation	$ 150.00	Contracted Services
4/3/2019	13774	California Choice Benefit Administrators	$ 110,820.15	Health Insurance
5/6/2019	13895	California Choice Benefit Administrators	$ 109,291.49	Health Insurance
6/10/2019	14018	California Choice Benefit Administrators	$ 109,492.68	Health Insurance
7/16/2019	14149	California Choice Benefit Administrators	$ 104,011.50	Health Insurance
4/8/2019	13814	California Commission on Teacher Credentialing	$ 100.00	Contracted Services
4/8/2019	13813	California Commission on Teacher Credentialing	$ 100.00	Contracted Services
7/8/2019	14113	California Dragon Boat Association	$ 1,600.00	Field Trip

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Making Waves Academy

Bill Payment List

April 2019 - July 2019

Date	Num	Vendor	Amount	Descriptions
4/15/2019	13821	California Janitorial Supply Corp.	$ 498.90	Janitorial Supplies
4/22/2019	13853	California Janitorial Supply Corp.	$ 498.90	Janitorial Supplies
5/6/2019	13896	California Janitorial Supply Corp.	$ 766.56	Janitorial Supplies
5/20/2019	13954	California Janitorial Supply Corp.	$ 498.90	Janitorial Supplies
5/28/2019	13970	California Janitorial Supply Corp.	$ 78.29	Janitorial Supplies
6/17/2019	14044	California Janitorial Supply Corp.	$ 3,984.81	Janitorial Supplies
7/8/2019	14114	California Janitorial Supply Corp.	$ 934.81	Janitorial Supplies
7/22/2019	14157	California Janitorial Supply Corp.	$ 934.81	Janitorial Supplies
4/8/2019	13803	Canon Financial Services, Inc.	$ 6,594.95	Copier Lease
5/6/2019	13897	Canon Financial Services, Inc.	$ 6,594.95	Copier Lease
6/21/2019	14062	Canon Financial Services, Inc.	$ 6,594.95	Copier Lease
7/15/2019	14133	Canon Financial Services, Inc.	$ 6,594.95	Copier Lease
4/15/2019	13822	CDW Government	$ 2,325.00	IT Supplies
4/22/2019	13854	CDW Government	$ 3,823.75	IT Supplies
6/3/2019	14000	CDW Government	$ 37,417.35	IT Supplies
7/1/2019	14095	CDW Government	$ 139.64	IT Supplies
5/28/2019	13971	Ceja, Yasmin	$ 50.00	Supplies
6/10/2019	14019	Cervantes, Daniel	$ 520.00	Reimbursement
6/21/2019	14089	Cervantes, Daniel	$ 520.00	Reimbursement
4/3/2019	13775	Charter Safe	$ 21,781.00	Liability and Worker Comp Insurance
7/1/2019	14096	Charter Safe	$ 74,489.00	Liability and Worker Comp Insurance
6/3/2019	14001	Charter School Dvlpt Center	$ 475.00	Membership Due
7/29/2019	14168	CircleUp Education LLC	$ 3,850.00	Professional Development
4/3/2019	13776	City of Richmond	$ 100.00	Additional Sport Facilities Use Fees
7/8/2019	14115	CliftonLarsonAllen LLP	$ 7,500.00	Legal Fees
6/21/2019	14063	Coda Technology Group	$ 920.00	Contract Services
4/15/2019	13823	Colonial Life	$ 461.82	Health Insurance
5/13/2019	13925	Colonial Life	$ 461.82	Health Insurance
6/21/2019	14064	Colonial Life	$ 461.82	Health Insurance

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Making Waves Academy

Bill Payment List

April 2019 - July 2019

Date	Num	Vendor	Amount	Descriptions
7/16/2019	14150	Colonial Life	$ 461.82	Health Insurance
4/8/2019	13804	Comcast	$ 2,034.46	Internet Provider
5/6/2019	13898	Comcast	$ 2,032.35	Internet Provider
6/21/2019	14065	Comcast	$ 892.96	Internet Provider
7/15/2019	14134	Comcast	$ 1,957.66	Internet Provider
7/8/2019	14131	Comcast Business	$ 1,835.28	Internet Provider
4/3/2019	13777	Comet Building Maintenance	$ 3,590.00	Repairs and Maintenance - Building
5/6/2019	13899	Comet Building Maintenance	$ 4,150.00	Repairs and Maintenance - Building
6/17/2019	14045	Comet Building Maintenance	$ 3,618.89	Repairs and Maintenance - Building
7/8/2019	14116	Comet Building Maintenance	$ 3,590.00	Repairs and Maintenance - Building
4/22/2019	13855	Concur Technologies, Inc.	$ 573.12	IT Contracted Services
5/13/2019	13926	Concur Technologies, Inc.	$ 573.12	IT Contracted Services
6/17/2019	14046	Concur Technologies, Inc.	$ 573.12	IT Contracted Services
7/22/2019	14158	Concur Technologies, Inc.	$ 573.12	IT Contracted Services
4/29/2019	13873	Contra Costa Co Office of Ed	$ 5,000.00	Teacher Induction
6/21/2019	14066	Contra Costa Co Office of Ed	$ 94,820.00	Teacher Induction
6/10/2019	14020	Contra Costa Health Services	$ 534.00	Contracted Services
4/15/2019	13824	Corodata	$ 44.31	Storage Fee
5/13/2019	13927	Corodata	$ 44.31	Storage Fee
6/17/2019	14047	Corodata	$ 44.31	Storage Fee
7/15/2019	14135	Corodata	$ 64.06	Storage Fee
5/20/2019	13955	Cortes, Margarita	$ 1,604.38	Reimbursement
6/10/2019	14021	Cortes, Margarita	$ 174.17	Reimbursement
5/28/2019	13972	Costco Membership	$ 240.00	Membership Dues
5/20/2019	13956	Cruz, Vidal	$ 877.64	Food Supplies
5/28/2019	13973	Cruz, Vidal	$ 500.00	Food Supplies
5/13/2019	13928	Department of Justice	$ 51.00	Staff Recruitment
6/21/2019	14067	Department of Justice	$ 83.00	Staff Recruitment
7/16/2019	14151	Department of Justice	$ 102.00	Staff Recruitment

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Making Waves Academy

Bill Payment List

April 2019 - July 2019

Date	Num	Vendor	Amount	Descriptions
7/29/2019	14169	DocuSign Inc.	$ 2,318.40	Contracted Services
5/6/2019	13900	Drago-Ferguson, Maria	$ 453.25	Spanish Translator
7/15/2019	14136	Drago-Ferguson, Maria	$ 484.75	Spanish Translator
4/3/2019	13778	E3 - Education, Excellence & Equity	$ 13,635.00	Contracted Services
5/20/2019	13957	E3 - Education, Excellence & Equity	$ 6,367.50	Contracted Services
6/10/2019	14022	E3 - Education, Excellence & Equity	$ 6,367.50	Contracted Services
5/23/2019	13974	EBMUD	$ 2,571.42	Utility
7/8/2019	14117	EBMUD	$ 366.13	Utility
7/22/2019	14159	EBMUD	$ 847.28	Utility
4/15/2019	13826	Ecolab Food Safety Specialties	$ 436.30	Supplies
4/15/2019	13825	Ecolab Inc.	$ 565.78	Supplies
4/22/2019	13856	Ecolab Inc.	$ 567.37	Supplies
4/3/2019	13779	EdTec Inc	$ 1,462.50	School Attendance Service
5/28/2019	13975	EdTec Inc	$ 1,050.00	School Attendance Service
6/21/2019	14068	EdTec Inc	$ 735.00	School Attendance Service
7/22/2019	14160	EdTec Inc	$ 975.00	School Attendance Service
7/15/2019	14137	Foothill Locksmiths, Inc	$ 568.95	Building Repairs/Maintenance
4/3/2019	13780	Fruge Psychological Assoc Inc	$ 44,604.83	Psychologist
5/6/2019	13901	Fruge Psychological Assoc Inc	$ 44,604.83	Psychologist
5/28/2019	13976	Fruge Psychological Assoc Inc	$ 750.00	Psychologist
6/10/2019	14023	Fruge Psychological Assoc Inc	$ 44,604.83	Psychologist
7/15/2019	14138	Fruge Psychological Assoc Inc	$ 94,446.00	Psychologist
4/3/2019	13781	Girls On The Run	$ 80.00	Field Trip
4/3/2019	13782	Greenfield Learning Inc.	$ 600.00	IT Contracted Services
6/10/2019	14024	Harvard Business Review	$ 159.00	Membership Dues
6/10/2019	14025	Harvard University	$ 2,750.00	Membership Dues
5/28/2019	13977	Hayes Software Systems	$ 4,531.00	IT Contracted Services
7/1/2019	14097	Instructure, Inc.	$ 8,800.00	Professional Development
7/1/2019	14098	Interaction Associates, Inc	$ 3,992.00	Professional Development

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Making Waves Academy

Bill Payment List

April 2019 - July 2019

Date	Num	Vendor	Amount	Descriptions
7/8/2019	14118	Joffe Emergency Services	$ 15,250.00	Contract Services
4/29/2019	13874	Johnson, Tanya	$ 160.84	Reimbursement
5/6/2019	13902	Jostens	$ 1,341.58	Graduation Supplies
5/28/2019	13978	Jostens	$ 39.90	Graduation Supplies
6/10/2019	14026	Jostens	$ 1,777.86	Graduation Supplies
6/17/2019	14048	Jostens	$ 104.50	Graduation Supplies
6/21/2019	14069	Jostens	$ 84.62	Graduation Supplies
7/29/2019	14170	Jostens	$ 1,739.03	Graduation Supplies
5/13/2019	13929	Kerr, Gaylon	$ 2,000.00	Coach Payment
4/3/2019	13783	Kone Inc	$ 2,723.20	Repairs and Maintenance - Building
4/8/2019	13805	Kone Inc	$ 2,400.73	Repairs and Maintenance - Building
6/17/2019	14049	Kone Inc	$ 1,794.02	Repairs and Maintenance - Building
4/22/2019	13857	Kronos	$ 2,467.36	Payroll system
5/28/2019	13979	Kronos	$ 2,500.36	Payroll system
7/8/2019	14119	Kronos	$ 2,550.91	Payroll system
7/22/2019	14161	Kronos	$ 2,570.04	Payroll system
4/3/2019	13784	Law Offices of Young, Minney & Corr, LLP	$ 17,065.80	Legal Fees
5/6/2019	13903	Law Offices of Young, Minney & Corr, LLP	$ 9,797.82	Legal Fees
6/10/2019	14027	Law Offices of Young, Minney & Corr, LLP	$ 7,660.32	Legal Fees
7/8/2019	14120	Law Offices of Young, Minney & Corr, LLP	$ 6,591.57	Legal Fees
4/3/2019	13785	LBM, Business Services Inc.	$ 1,350.00	E-Rate
5/1/2019	13875	LBM, Business Services Inc.	$ 1,350.00	E-Rate
6/3/2019	14002	LBM, Business Services Inc.	$ 1,350.00	E-Rate
7/1/2019	14099	LBM, Business Services Inc.	$ 1,350.00	E-Rate
5/6/2019	13904	Leslie Ceramic & Crafts Supply	$ 558.04	School Supplies
7/1/2019	14100	Leslie Ceramic & Crafts Supply	$ 2,632.42	School Supplies
5/13/2019	13930	Levin, Kameron	$ 155.18	Reimbursement
6/17/2019	14050	Lifetouch NSS Accts Receivable	$ 2,776.14	Yearbooks Supplies & Design Fee
4/8/2019	13806	Linde Group	$ 2,953.75	IT Support

Making Waves Academy

Bill Payment List

April 2019 - July 2019

Date	Num	Vendor	Amount	Descriptions
4/29/2019	13876	Linde Group	$ 450.00	IT Support
5/6/2019	13905	Linde Group	$ 5,537.25	IT Support
5/20/2019	13958	Linde Group	$ 8,812.50	IT Support
6/10/2019	14028	Linde Group	$ 1,993.50	IT Support
7/15/2019	14139	Linde Group	$ 9,527.25	IT Support
4/3/2019	13786	Making Waves Foundation, Inc.	$ 122,724.88	School Lease
5/1/2019	13877	Making Waves Foundation, Inc.	$ 122,724.88	School Lease
6/3/2019	14003	Making Waves Foundation, Inc.	$ 122,724.88	School Lease
7/1/2019	14101	Making Waves Foundation, Inc.	$ 137,892.22	School Lease
7/29/2019	14171	Making Waves Foundation, Inc.	$ 6,546.55	School Lease
4/3/2019	13787	Maxim Healthcare Services, Inc.	$ 1,731.50	Contracted Services for Nurse On-Site
4/15/2019	13827	Maxim Healthcare Services, Inc.	$ 3,150.00	Contracted Services for Nurse On-Site
4/22/2019	13858	Maxim Healthcare Services, Inc.	$ 1,750.00	Contracted Services for Nurse On-Site
4/29/2019	13878	Maxim Healthcare Services, Inc.	$ 1,756.50	Contracted Services for Nurse On-Site
5/6/2019	13906	Maxim Healthcare Services, Inc.	$ 1,751.50	Contracted Services for Nurse On-Site
5/20/2019	13959	Maxim Healthcare Services, Inc.	$ 1,776.50	Contracted Services for Nurse On-Site
5/28/2019	13980	Maxim Healthcare Services, Inc.	$ 3,008.25	Contracted Services for Nurse On-Site
6/10/2019	14029	Maxim Healthcare Services, Inc.	$ 3,384.50	Contracted Services for Nurse On-Site
6/21/2019	14070	Maxim Healthcare Services, Inc.	$ 1,128.50	Contracted Services for Nurse On-Site
5/6/2019	13907	Mendoza, Lidia	$ 201.00	Reimbursement
4/3/2019	13788	Michael's Transportation Service Inc.	$ 28,600.00	School Bus
4/29/2019	13879	Michael's Transportation Service Inc.	$ 48,620.00	School Bus
5/20/2019	13960	Michael's Transportation Service Inc.	$ 31,460.00	School Bus
6/3/2019	14004	Michael's Transportation Service Inc.	$ 31,460.00	School Bus
6/17/2019	14051	Michael's Transportation Service Inc.	$ 11,440.00	School Bus
5/28/2019	13981	Mid-County Officials Network	$ 8,515.00	Sport Game Fees
5/13/2019	13931	Miranda, Gustavo	$ 2,000.00	Coach Payment
4/3/2019	13789	National Benefit Services, LLC.	$ 138.00	Cobra Administration Fee
5/6/2019	13908	National Benefit Services, LLC.	$ 138.00	Cobra Administration Fee

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Bill Payment List

April 2019 - July 2019

Date	Num	Vendor	Amount	Descriptions
6/21/2019	14071	National Benefit Services, LLC.	$ 138.00	Cobra Administration Fee
7/16/2019	14152	National Benefit Services, LLC.	$ 138.00	Cobra Administration Fee
4/15/2019	13828	National Cinemedia, LLC	$ 1,660.00	Contracted Services
5/6/2019	13909	National Cinemedia, LLC	$ 1,660.00	Contracted Services
4/3/2019	13790	Nelson	$ 2,118.40	Staff Recruitment
4/8/2019	13807	Nelson	$ 3,017.60	Staff Recruitment
4/22/2019	13859	Nelson	$ 3,177.60	Staff Recruitment
4/29/2019	13880	Nelson	$ 1,588.80	Staff Recruitment
5/6/2019	13910	Nelson	$ 1,986.00	Staff Recruitment
5/20/2019	13961	Nelson	$ 3,111.40	Staff Recruitment
6/3/2019	14005	Nelson	$ 4,233.60	Staff Recruitment
6/10/2019	14030	Nelson	$ 1,555.70	Staff Recruitment
6/21/2019	14072	Nelson	$ 4,036.60	Staff Recruitment
7/1/2019	14102	Nelson	$ 1,588.80	Staff Recruitment
4/29/2019	13881	NetProtex Inc.	$ 1,470.00	IT Contracted Services
6/21/2019	14073	NetProtex Inc.	$ 127.50	IT Contracted Services
4/3/2019	13791	Nob Hill Catering Inc	$ 48,637.30	Student Food
5/13/2019	13932	Nob Hill Catering Inc	$ 37,894.90	Student Food
6/10/2019	14031	Nob Hill Catering Inc	$ 47,845.90	Student Food
7/15/2019	14140	Nob Hill Catering Inc	$ 12,579.20	Student Food
5/13/2019	13933	Obiedo, Shea	$ 2,000.00	Coach Payment
4/3/2019	13792	Office Depot	$ 1,768.73	Office Supplies
4/15/2019	13829	Office Depot	$ 5,509.49	Office Supplies
4/22/2019	13860	Office Depot	$ 58.63	Office Supplies
4/29/2019	13882	Office Depot	$ 1,584.21	Office Supplies
5/6/2019	13911	Office Depot	$ 2,407.09	Office Supplies
5/13/2019	13934	Office Depot	$ 663.84	Office Supplies
5/20/2019	13962	Office Depot	$ 1,214.86	Office Supplies
5/28/2019	13982	Office Depot	$ 2,437.39	Office Supplies

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Date	Num	Vendor	Amount	Descriptions
6/10/2019	14032	Office Depot	$ 2,630.98	Office Supplies
6/17/2019	14052	Office Depot	$ 1,704.82	Office Supplies
6/21/2019	14074	Office Depot	$ 809.13	Office Supplies
7/1/2019	14103	Office Depot	$ 636.58	Office Supplies
7/8/2019	14121	Office Depot	$ 6,101.08	Office Supplies
7/15/2019	14141	Office Depot	$ 1,325.32	Office Supplies
4/8/2019	13808	OfficeTeam	$ 5,272.68	Contracted Services
4/15/2019	13830	OfficeTeam	$ 17,250.25	Contracted Services
4/22/2019	13861	OfficeTeam	$ 183.93	Contracted Services
4/29/2019	13883	OfficeTeam	$ 2,544.37	Contracted Services
5/6/2019	13912	OfficeTeam	$ 8,154.80	Contracted Services
5/13/2019	13935	OfficeTeam	$ 2,452.40	Contracted Services
6/10/2019	14033	OfficeTeam	$ 10,264.32	Contracted Services
7/8/2019	14122	OfficeTeam	$ 7,223.04	Contracted Services
6/3/2019	14006	Okta Inc.	$ 11,269.97	IT Contracted Services
5/6/2019	13913	Orkin Pest Control	$ 445.00	Building Repairs/Maintenance
5/28/2019	13983	Orkin Pest Control	$ 445.00	Building Repairs/Maintenance
7/8/2019	14123	Orkin Pest Control	$ 445.00	Building Repairs/Maintenance
7/8/2019	14124	Orton Entertainment	$ 15,820.00	Office Supplies
4/3/2019	13793	Pacheco's Cleaning Service	$ 29,430.00	Janitorial Services
4/15/2019	13831	Pacheco's Cleaning Service	$ 2,075.00	Janitorial Services
4/29/2019	13884	Pacheco's Cleaning Service	$ 29,430.00	Janitorial Services
5/6/2019	13914	Pacheco's Cleaning Service	$ 1,375.00	Janitorial Services
6/3/2019	14007	Pacheco's Cleaning Service	$ 29,430.00	Janitorial Services
6/17/2019	14053	Pacheco's Cleaning Service	$ 2,250.00	Janitorial Services
7/8/2019	14125	Pacheco's Cleaning Service	$ 29,430.00	Janitorial Services
5/13/2019	13936	Palumbo, Dominick	$ 2,300.00	Coach Payment
5/20/2019	13963	Peninsula Tour	$ 6,800.00	Transportation for Field Trip and Sport
4/22/2019	13862	Pescadero High School	$ 200.00	Contracted Services

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Date	Num	Vendor	Amount	Descriptions
4/3/2019	13794	PG & E - 0911653377-0	$ 4,098.43	Utility
5/6/2019	13915	PG & E - 0911653377-0	$ 3,021.69	Utility
6/10/2019	14034	PG & E - 0911653377-0	$ 3,226.17	Utility
7/1/2019	14104	PG & E - 0911653377-0	$ 4,268.10	Utility
4/29/2019	13885	PG & E - 2538827590-8	$ 1,414.42	Utility
7/1/2019	14105	PG & E - 2538827590-8	$ 3,120.90	Utility
4/3/2019	13795	PG & E - 5344744823-3	$ 11,336.65	Utility
5/6/2019	13916	PG & E - 5344744823-3	$ 1,711.68	Utility
6/10/2019	14035	PG & E - 5344744823-3	$ 1,724.26	Utility
7/8/2019	14126	PG & E - 5344744823-3	$ 1,103.28	Utility
4/3/2019	13796	PG & E - 6293019192-9	$ 7,426.55	Utility
5/6/2019	13917	PG & E - 6293019192-9	$ 9,145.22	Utility
6/10/2019	14036	PG & E - 6293019192-9	$ 988.22	Utility
7/22/2019	14162	PG & E - 6293019192-9	$ 501.76	Utility
7/29/2019	14172	PG & E - 6293019192-9	$ 369.08	Utility
6/10/2019	14037	Pitney Bowes Inc	$ 1,738.03	Equipment Leases and Rentals
4/3/2019	13797	PLIC - SBD GRAND ISLAND	$ 19,126.81	Health Insurance
5/1/2019	13886	PLIC - SBD GRAND ISLAND	$ 18,245.74	Health Insurance
6/10/2019	14038	PLIC - SBD GRAND ISLAND	$ 18,065.08	Health Insurance
7/1/2019	14106	PLIC - SBD GRAND ISLAND	$ 17,977.63	Health Insurance
7/29/2019	14173	PowerSchool Group LLC	$ 15,899.26	Student Information & Assessment
5/20/2019	13964	Purchase Power - Pitney Bowes	$ 3,928.67	Postage
6/21/2019	14075	Purchase Power - Pitney Bowes	$ 2,000.00	Postage
7/16/2019	14153	Purchase Power - Pitney Bowes	$ 2,000.00	Postage
4/22/2019	13863	Ray Morgan Company	$ 9,586.92	Copier Lease
4/29/2019	13887	Ready Talk	$ 131.46	IT Contracted Services
4/22/2019	13864	ReadyRefresh by Nestle	$ 236.15	Drinking Water Supplies
4/15/2019	13832	Republic Services #851	$ 2,937.60	Waste Management
5/13/2019	13937	Republic Services #851	$ 2,675.58	Waste Management

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Bill Payment List

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Date	Num	Vendor	Amount	Descriptions
6/21/2019	14076	Republic Services #851	$ 2,762.92	Waste Management
7/22/2019	14163	Republic Services #851	$ 2,675.58	Waste Management
4/29/2019	13888	Richmond False Alarm Reduction Program	$ 530.00	Building Repairs/Maintenance
5/13/2019	13938	Richmond False Alarm Reduction Program	$ 250.00	Building Repairs/Maintenance
5/28/2019	13984	Richmond False Alarm Reduction Program	$ 30.00	Building Repairs/Maintenance
6/3/2019	14008	Richmond False Alarm Reduction Program	$ 30.00	Building Repairs/Maintenance
4/8/2019	13809	RTF Edu Enterprises, Inc.	$ 20,706.25	Interventionist
5/6/2019	13918	RTF Edu Enterprises, Inc.	$ 54,606.25	Interventionist
6/10/2019	14039	RTF Edu Enterprises, Inc.	$ 20,706.25	Interventionist
7/15/2019	14142	RTF Edu Enterprises, Inc.	$ 23,758.91	Interventionist
4/3/2019	13798	Saavedra, Jorge	$ 7,200.00	Psychologist
4/3/2019	13799	Sage Intacct, Inc.	$ 10,029.10	Accounting Sofware
7/22/2019	14164	School Datebooks	$ 6,019.73	Printing and Production
7/1/2019	14107	Schoolzilla, Inc.	$ 11,850.00	IT Contracted Services
4/3/2019	13800	Six Flags Discovery Kingdom	$ 1,000.00	Field Trip
5/13/2019	13939	Standard Insurance Company	$ 140.28	Health Insurance
4/15/2019	13833	Sterling	$ 69.00	Background Check
5/13/2019	13940	Sterling	$ 320.00	Background Check
6/21/2019	14077	Sterling	$ 613.00	Background Check
7/16/2019	14154	Sterling	$ 210.00	Background Check
5/6/2019	13919	STS Education	$ 134.79	IT Supplies
5/13/2019	13941	STS Education	$ 2,802.26	IT Supplies
6/3/2019	14009	STS Education	$ 617.74	IT Supplies
7/15/2019	14143	STS Education	$ 572.09	IT Supplies
7/15/2019	14144	Studio B Films, Inc.	$ 6,230.00	Contract Services
4/8/2019	13810	Superior Plumbing & Drain Cleaning Services	$ 330.00	Building Repairs/Maintenance
4/15/2019	13834	Swing Education	$ 13,750.00	Substitutes Fee
5/6/2019	13920	Swing Education	$ 10,300.00	Substitutes Fee
5/20/2019	13965	Swing Education	$ 1,600.00	Substitutes Fee

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Making Waves Academy

Bill Payment List

April 2019 - July 2019

Date	Num	Vendor	Amount	Descriptions
5/28/2019	13985	Swing Education	$ 3,800.00	Substitutes Fee
6/3/2019	14010	Swing Education	$ 10,650.00	Substitutes Fee
6/10/2019	14040	Swing Education	$ 3,600.00	Substitutes Fee
6/21/2019	14078	Swing Education	$ 1,400.00	Substitutes Fee
4/15/2019	13835	Szu Ting Tsai	$ 4,165.00	Contract Services
4/15/2019	13836	Teachers on Reserve	$ 876.79	Substitutes Fee
4/22/2019	13865	Teachers on Reserve	$ 1,686.15	Substitutes Fee
5/28/2019	13986	Teachers on Reserve	$ 857.52	Substitutes Fee
4/15/2019	13837	The CLM Group Inc.	$ 898.00	Subscription Fee
4/3/2019	13801	The HR Manager LLC	$ 2,100.00	Contracted Services
4/22/2019	13866	The HR Manager LLC	$ 921.25	Contracted Services
4/29/2019	13889	The HR Manager LLC	$ 618.75	Contracted Services
5/20/2019	13968	The HR Manager LLC	$ 4,260.00	Contracted Services
5/28/2019	13987	The HR Manager LLC	$ 412.50	Contracted Services
4/29/2019	13890	The Piras Group	$ 8,000.00	Contracted Services
7/8/2019	14127	The Univ Corp	$ 3,200.00	Field Trip
7/1/2019	14108	The UPS Store	$ 1,000.00	Fees for Returning Items
7/8/2019	14128	Treasure Island Sailing Center	$ 2,000.00	Field Trip
7/15/2019	14145	Trebron Company Inc.	$ 7,230.52	IT Contracted Services
4/15/2019	13838	Trojan Systems, Inc.	$ 390.00	Fire Alarm System Monitoring
4/15/2019	13839	United Site Services	$ 232.34	Facility Rental Fee
4/29/2019	13891	United Site Services	$ 170.38	Facility Rental Fee
5/28/2019	13988	United Site Services	$ 170.38	Facility Rental Fee
4/3/2019	13802	UPS	$ 89.33	Fees for Returning Items
4/8/2019	13811	UPS	$ 91.47	Fees for Returning Items
4/15/2019	13840	UPS	$ 62.07	Fees for Returning Items
4/22/2019	13867	UPS	$ 15.89	Fees for Returning Items
4/29/2019	13892	UPS	$ 247.00	Fees for Returning Items
5/13/2019	13942	UPS	$ 245.86	Fees for Returning Items

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Bill Payment List

April 2019 - July 2019

Date	Num	Vendor	Amount	Descriptions
5/28/2019	13989	UPS	$ 185.64	Fees for Returning Items
6/3/2019	14011	UPS	$ 97.52	Fees for Returning Items
6/10/2019	14041	UPS	$ 24.76	Fees for Returning Items
6/21/2019	14079	UPS	$ 61.33	Fees for Returning Items
7/15/2019	14146	UPS	$ 12.16	Fees for Returning Items
7/29/2019	14174	UPS	$ 184.98	Fees for Returning Items
5/23/2019		US Department of Treasury	$ 2,239.00	Contract Services
4/22/2019	13868	Varidesk	$ 491.62	Office Supplies
4/22/2019	13869	Vasquez, Juan	$ 325.00	Contracted Services
4/15/2019	13841	Verizon Wireless	$ 2,614.12	Telephone
5/13/2019	13943	Verizon Wireless	$ 1,774.56	Telephone
6/17/2019	14054	Verizon Wireless	$ 2,301.01	Telephone
7/15/2019	14147	Verizon Wireless	$ 3,044.69	Telephone
4/8/2019	13812	Vision Service Plan	$ 1,503.18	Health Insurance
5/13/2019	13944	Vision Service Plan	$ 2,985.85	Health Insurance
7/1/2019	14109	Vision Service Plan	$ 1,467.75	Health Insurance
4/29/2019	13893	Zamora, Vicente	$ 1,500.00	Contracted Services
		Total:	**$ 3,028,124.42**	
		April 2018 - July 2018	**$ 2,570,999.89**	

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Coversheet

Maxim Health Care Services

Section: V. Consent Action Items
Item: B. Maxim Health Care Services
Purpose: Vote
Submitted by: Chrissy Godfrey
Related Material: Maxim Contract v2 082919.pdf

BACKGROUND:
This is the second year contracting with Maxim Healthcare Services for providing a full-time on-site Nurse. Estimated Fiscal Impact: $60,000

RECOMMENDATION:
Approve contract.

EDUCATIONAL INSTITUTION STAFFING AGREEMENT

This EDUCATIONAL INSTITUTION Staffing Agreement (hereinafter "Agreement") is entered into this 14TH day of August, 2019, by and between **Making Waves Academy Schools** located at 4123 Lakeside Drive Richmond, CA 94806, referred to in this Agreement as "EDUCATIONAL INSTITUTION," and Maxim Healthcare Services Inc. D/B/A Maxim Staffing Solutions**,** a Maryland Corporation including its affiliates and subsidiaries, with an office located at 6475 Christie Ave Suite 350 Emeryville**,** CA 94608 referred to in this Agreement as "MAXIM."

RECITALS

WHEREAS, EDUCATIONAL INSTITUTION operates a School, as defined by State Law located in CA and wishes to engage MAXIM to provide personnel to supplement EDUCATIONAL INSTITUTION's staff.

WHEREAS, MAXIM operates a supplemental staffing agency and employs licensed health care personnel to provide healthcare services to EDUCATIONAL INSTITUTION.

THEREFORE, in consideration of the above premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, and intending to be legally bound, EDUCATIONAL INSTITUTION and MAXIM hereby agree to the following terms and conditions.

ARTICLE 1. TERM OF AGREEMENT

Section 1.1 **Term.** This Agreement will be in effect for one (1) EDUCATIONAL INSTITUTION calendar year and will be automatically renewed at the end of the first year and each subsequent year unless terminated.

Section 1.2 **Termination.** Either party may terminate this Agreement at any time, with or without cause, by providing at least thirty (30) days advance written notice of the termination date to the other party. Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.

ARTICLE 2. RESPONSIBILITIES OF MAXIM

Section 2.1 **Services.** MAXIM will, upon request by EDUCATIONAL INSTITUTION, provide one or more licensed or certified health care providers (i.e. LPNs, RNs, SLPs, School Psychologists, SPED Teachers, BCBAs, and other various health and related services personnel) as specified by EDUCATIONAL INSTITUTION (collectively, "Personnel") for supplemental staffing services, subject to availability of qualified Personnel. Subject to the terms of Section 6.8 of this Agreement, to the extent that MAXIM is unable to provide the type of healthcare provider requested by EDUCATIONAL INSTITUTION, MAXIM will provide EDUCATIONAL INSTITUTION with a higher skilled healthcare provider. MAXIM must, however, bill that higher skilled provider at that provider's fair market value rate.

Section 2.2 **Personnel.** MAXIM will supply EDUCATIONAL INSTITUTION with Personnel who meet the following criteria and will provide evidence of the following to EDUCATIONAL INSTITUTION upon written request:

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1) Possess current state license, certification(s) and/or credential(s), as applicable and appropriate for the services provided to EDUCATIONAL INSTITUTION, documentation of which will be kept in the MAXIM employee file and will be provided to EDUCATION INSTITUTION as requested in writing.

2) Skills competency evaluation, if applicable, to be verified by a MAXIM clinician.

3) Completed MAXIM standard OSHA and HIPAA training.

4) Complete state-specific background checks and health assessment requirements, as defined by state-specific educational code.

5) MAXIM will ensure completion of documentation, as requested by EDUCATIONAL INSTITUTION, to assist in Local Education Agency reimbursement.

Section 2.3 **Insurance.** MAXIM will maintain (at its sole expense), or require the individuals it provides under this Agreement to maintain, valid policies of insurance evidencing general and professional liability coverage of not less than $1,000,000 per occurrence and $3,000,000 in the aggregate, Worker's Compensation coverage of not less than $1,000,000 per accident, covering the sole negligent acts or omissions which may give rise to liability for services provided under this Agreement. Professional Liability coverage shall include sexual abuse and molestation with limits of not less than $5,000,000 per occurrence. MAXIM will provide a certificate of insurance evidencing such coverage upon request by EDUCATIONAL INSTITUTION. The Certificate Of Insurance shall be endorsed to name Making Wakes Academy Schools, its officers, directors, employees and representatives as additional insureds.

Section 2.4 **Use of Independent Contractors and Subcontractors.** Personnel provided to EDUCATIONAL INSTITUTION are employees of MAXIM and are subject to MAXIM'S standard screening process, as well as additional qualifications as required in this Agreement. If MAXIM deems it necessary to obtain the services of a subcontractor to fulfill its requirements under this Agreement, MAXIM will notify EDUCATIONAL INSTITUTION in writing of its intent to use subcontractors and will obtain written approval from EDUCATIONAL INSTITUTION. MAXIM will ensure that any subcontractor will comply with all applicable terms of this Agreement. MAXIM will provide written notification to EDUCATIONAL INSTITUTION if it becomes necessary for MAXIM to utilize independent contractors to fulfill its staffing obligations to EDUCATIONAL INSTITUTION. Any Personnel provided to EDUCATIONAL INSTITUTION by an independent contractor will be subject to the same qualifications as MAXIM employees.

Section 2.5 **Employment and Taxes.** MAXIM will follow its standard employment policies and procedures to verify that all Personnel meet applicable licensing requirements. MAXIM, or its subcontractor if applicable, will maintain direct responsibility as employer for the payment of wages and other compensation, and for any applicable mandatory withholdings and contributions such as federal, state, and local income taxes, social security taxes, worker's compensation, and unemployment insurance. EDUCATIONAL INSTITUTION shall be responsible for any sales tax, gross receipts tax, excise tax or other state taxes applicable to the Services provided by MAXIM.

ARTICLE 3. RESPONSIBILITIES OF EDUCATIONAL INSTITUTION

Section 3.1 **Orientation.** EDUCATIONAL INSTITUTION will promptly provide MAXIM Personnel with an adequate and timely orientation to EDUCATIONAL INSTITUTION. EDUCATIONAL INSTITUTION shall review instructions regarding confidentiality (including student and employee), and orient MAXIM Personnel to the specific Exposure Control Plan of the EDUCATIONAL

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INSTITUTION as it pertains to OSHA requirements for bloodborne pathogens, as well as any of the EDUCATIONAL INSTITUTION's specific policies and procedures provided to MAXIM for such purpose.

Section 3.2 **Requests for Personnel.** EDUCATIONAL INSTITUTION will use its best efforts to request Personnel at least twenty-four (24) hours prior to reporting time in order to assure prompt arrival of assigned Personnel. All information regarding reporting time and assignment will be provided by EDUCATIONAL INSTITUTION at the time of the initial call.

Section 3.3 **Short-Notice Requests.** MAXIM will bill EDUCATIONAL INSTITUTION for the entire shift if an order for staff is made less than four (4) hour(s) prior to the start of the shift, as long as the Personnel report for work within a reasonable prompt period of time under existing conditions after receiving notice of the assignment.

Section 3.4 **Staff Order Cancellation.** If FACILITY changes or cancels an order less than four (4) hours prior to the start of a shift, MAXIM will bill FACILITY for four (4) hours at the established fee for each scheduled Personnel. MAXIM will be responsible for contacting MAXIM Personnel prior to reporting time.

Section 3.5 **Responsibility for Student Care.** EDUCATIONAL INSTITUTION retains full authority and responsibility for professional and medical management of care for each of its students, for developing and providing Individualized Healthcare Plans (IHP's) for its students, and for ensuring that services provided be MAXIM Personnel under this agreement are furnished in a safe and effective manner and in accordance with applicable standards.

Section 3.6 **Placement Fee.** For a period of twelve (12) months following that date on which MAXIM Personnel last worked a shift at EDUCATIONAL INSTITUTION, EDUCATIONAL INSTITUTION agrees that it will take no steps to recruit, hire or employ as its own employees or as a contractor those Personnel provided by MAXIM during the term of this Agreement. EDUCATIONAL INSTITUTION understands and agrees that MAXIM is not an employment agency and that Personnel are assigned to the EDUCATIONAL INSTITUTION to render temporary service(s) and are not assigned to become employed by the EDUCATIONAL INSTITUTION. The EDUCATIONAL INSTITUTION further acknowledges and agrees that there is a substantial investment in business related costs incurred by MAXIM in recruiting, training and employing Personnel, to include advertisement, recruitment, interviewing, evaluation, reference checks, training, and supervising Personnel. In the event that EDUCATIONAL INSTITUTION, or any affiliate, subsidiary, department, or division of EDUCATIONAL INSTITUTION hires, employs or solicits MAXIM Personnel, EDUCATIONAL INSTITUTION will be in breach of this Agreement. EDUCATIONAL INSTITUTION agrees to give MAXIM either (a) one hundred and eighty (180) days prior written notice of its intent to hire, or employ, continuing to staff Personnel through MAXIM for a minimum of thirty-six (36) hours per week through the one hundred and eighty (180) days notice period; OR (b) to pay MAXIM a placement fee equal to the greater of: five thousand dollars ($5,000) or the sum of twenty-five (25%) of such Personnel's annualized salary (calculated as Weekday Hourly Bill Rate x 2080 Hours x 25%).

Section 3.7 **Per Diem or Short Term Staff Non-Performance.** If EDUCATIONAL INSTITUTION concludes, in its sole discretion, that any Personnel provided by MAXIM have engaged in misconduct, or have been negligent, EDUCATIONAL INSTITUTION may require the Personnel to leave the premises and will notify MAXIM immediately in writing, providing in reasonable detail the reason(s) for such dismissal. EDUCATIONAL INSTITUTION'S obligation to compensate MAXIM for such Personnel's services will be limited to the number of hours

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actually worked. MAXIM will not reassign the individual to EDUCATIONAL INSTITUTION without prior approval of the EDUCATIONAL INSTITUTION.

Section 3.8 **Per Diem or Short Term Staff Right to Dismiss.** EDUCATIONAL INSTITUTION may request the dismissal of any MAXIM Personnel for any reason. EDUCATIONAL INSTITUTION agrees to notify MAXIM of any such action immediately in writing, providing in reasonable detail the reason(s) for such dismissal. EDUCATIONAL INSTITUTION shall be obligated to compensate MAXIM for all Personnel hours worked prior to dismissal.

Section 3.9 **Assignment Confirmation.** MAXIM may cancel the remaining term of an assignment with notification to EDUCATIONAL INSTITUTION. MAXIM will use its best efforts to provide a qualified replacement for such cancelled Personnel within fourteen (14) days from the date of notification.

Section 3.10 **Assignment Cancellation for Convenience.** EDUCATIONAL INSTITUTION agrees to utilize Personnel for the specified period of time, agreed upon by both parties. Should EDUCATIONAL INSTITUTION staffing needs change and EDUCATIONAL INSTITUTION wishes to cancel Personnel already being utilized, EDUCATIONAL INSTITUTION must give MAXIM thirty (30) days' notice before cancellation date. EDUCATIONAL INSTITUTION will compensate MAXIM 50% of the uncompleted portion of the original assignment period.

Section 3.11 **Insurance.** EDUCATIONAL INSTITUTION will maintain at its sole expense valid policies of general and professional liability insurance with minimum limits of $1,000,000 per occurrence and $3,000,000 annual aggregate covering the acts or omissions of its employees, contractors and agents which may give rise to liability in connection with the Services under this Agreement. EDUCATIONAL INSTITUTION will give MAXIM prompt written notice of any material change in EDUCATIONAL INSTITUTION coverage.

Section 3.12 **Incident Reports.** EDUCATIONAL INSTITUTION shall report to MAXIM any unexpected incident known to involve any Personnel (such as Personnel errors, unanticipated deaths or other unanticipated student-related events or injuries known to be attributable to Personnel, and any safety hazards known to be related to the services provided by Personnel) if the incident may have an adverse impact on the EDUCATIONAL INSTITUTION and/or MAXIM in order to comply with MAXIM'S incident tracking program. Complaints and grievances regarding MAXIM Personnel may be reported to the local MAXIM representative at any time.

ARTICLE 4. MUTUAL RESPONSIBILITIES

Section 4.1 **Non-discrimination.** Neither MAXIM nor EDUCATIONAL INSTITUTION will discriminate on the basis of age, race, color, national origin, religion, sex, disability, being a qualified disabled veteran, being a qualified veteran of the Vietnam era, or any other category protected by law.

ARTICLE 5. COMPENSATION

Section 5.1 **Invoicing.** MAXIM will supply Personnel under this Agreement at the rates listed in the Attachment(s). MAXIM will submit invoices to EDUCATIONAL INSTITUTION at chosen schedule below:

☒Weekly
☐Bi-weekly
☐Monthly

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Invoice will be for Personnel provided to EDUCATIONAL INSTITUTION during the preceding timeframe. Invoices shall be submitted to the following address:

Making Waves Academy Schools
4123 Lakeside Dr
Richmond, CA 94806
ATTN: Accounts Payable

Section 5.2 **Payment.** All amounts due to MAXIM are due and payable within thirty (30) days from date of invoice. EDUCATIONAL INSTITUTION will send all payments to the address set forth on the invoice.

Section 5.3 **Late Payment.** Payments not received within thirty (30) days from the applicable invoice date will accumulate interest, until paid, at the rate of one and one-half percent (1.5%) per month on the unpaid balance, equating to an annual percentage rate of eighteen percent (18%), or the maximum rate permitted by applicable law, whichever is less.

Section 5.4 **Rate Change.** MAXIM will provide EDUCATIONAL INSTITUTION at least thirty (30) days advance written notice of any change in rates.

Section 5.5 **Annual Rate Increases.** EDUCATIONAL INSTITUTION agrees to and accepts annual rate increases at the percentage listed on Attachment A of this Agreement.

ARTICLE 6. GENERAL TERMS

Section 6.1 **Independent Contractors.** MAXIM and EDUCATIONAL INSTITUTION are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither MAXIM nor EDUCATIONAL INSTITUTION nor any of their respective agents or employees shall control or have any right to control the activities of the other party in carrying out the terms of this Agreement.

Section 6.2 **Assignment.** Neither party may assign this Agreement without the prior written consent of the other party, and such consent will not be unreasonably withheld. No such consent will be required for assignment to an entity owned by or under common control with assignor or in connection with any acquisition of all of the assets or capital stock of a party; provided however, the assigning party will provide notice of such transaction to the other party and remain fully responsible for compliance with all of the terms of this Agreement.

Section 6.3 **Indemnification.** MAXIM agrees to indemnify and hold harmless EDUCATIONAL INSTITUTION, and its directors, officers, and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the sole negligent performance of MAXIM, its directors, officers, employees or agents under this Agreement only. EDUCATIONAL INSTITUTION agrees to indemnify and hold harmless MAXIM, its directors, officers, shareholders, employees and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the negligent performance of EDUCATIONAL INSTITUTION, its directors, officers, employees, contractors or agents under this Agreement.

Section 6.4 **Attorneys' Fees.** In the event either party is required to obtain legal assistance (including in-house counsel) to enforce its rights under this Agreement, or to collect any monies due to such party for services provided, the prevailing party shall be entitled to receive from the other party, in addition to all other sums due,

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reasonable attorney's fees, court costs and expenses, if any, incurred enforcing its rights and/or collecting its monies.

Section 6.5 **Notices.** Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party.

Making Waves Academy Schools
4123 Lakeside Drive
Richmond, CA 94806
ATTN: Libby Cole

Maxim Healthcare Services, Inc.
7227 Lee DeForest Drive
Columbia, MD 21046
ATTN: Contracts Department

COPY TO:

Maxim Staffing Solutions
6475 Christie Ave Suite 350
Emeryville, CA 94608
ATTN: **Christine Sanchez**

Section 6.6 **Headings.** The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.

Section 6.7 **Entire Contract; Counterparts.** This Agreement constitutes the entire contract between EDUCATIONAL INSTITUTION and MAXIM regarding the services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document. No amendments to this Agreement will be effective unless made in writing and signed by duly authorized representatives of both parties except as provided in Section 6.9.

Section 6.8 **Availability of Personnel.** The parties agree that MAXIM'S duty to supply Personnel on request of EDUCATIONAL INSTITUTION is subject to the availability of qualified MAXIM Personnel. The failure of MAXIM to provide Personnel or the failure of EDUCATIONAL INSTITUTION to request Personnel shall result in no penalty to EDUCATIONAL INSTITUTION or any party claiming by or through it and shall not constitute a breach of this Agreement. In instances where MAXIM is providing indiviual care for a student(s), MAXIM will make commercially reasonable efforts to ensure that student(s) care remain consistant.

Section 6.9 **Compliance with Laws.** MAXIM agrees that all services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state or local laws and regulations or applicable accrediting body standards are modified, MAXIM reserves the right to notify EDUCATIONAL INSTITUTION in writing of any modifications to the Agreement in order to remain in compliance with such law, rule or regulation.

Section 6.10 **Severability.** In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.

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Section 6.11 **Governing Law, Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Maryland, without regard to its principles of conflict of laws. Any dispute or claim from this Agreement shall be resolved exclusively in the federal and state courts of the State of Maryland and the parties hereby irrevocably submit to the personal jurisdiction of said courts and waive all defenses thereto.

Section 6.12 **Limitation on Liability**. Neither MAXIM nor EDUCATIONAL INSTITUTION will be responsible for special, indirect, incidental, consequential, or other similar damages, including but not limited to lost profits, that the other party may incur or experience in connection with this Agreement or the services provided, however caused, even if such party has been advised of the possibility of such damages.

Section 6.13 **Incorporation of Recitals**. The recitals set forth at the top of this Agreement are incorporated by reference as if fully set forth herein.

Section 6.14 **Conflict of Interest.** By entering into this Agreement, the Parties agree that all conflicts of interest shall be disclosed to the other Party for review in accordance with that Party's policies and procedures. A conflict of interest occurs when an employee or Contractor has professional or personal interests that compete with his/her services to or on behalf of MAXIM or the EDUCATIONAL INSTITUTION, or the best interests of students. Such competing interests may make it difficult for an employee or Contractor to fulfill his or her duties impartially.

ARTICLE 7. CONFIDENTIALITY OF PROTECTED HEALTH INFORMATION

Section 7.1 **Confidentiality.**

A. MAXIM/EDUCATIONAL INSTITUTION Information. The parties recognize and acknowledge that, by virtue of entering into this Agreement and providing services hereunder, the parties will have access to certain information of the other party that is confidential and constitutes valuable, special, and unique property of the party. Each of the parties agrees that neither it nor his/her staff shall, at any time either during or subsequent to the term of this Agreement, disclose to others, use, copy, or permit to be copied, except pursuant to his duties for or on behalf of the other party, any secret or confidential information of the party, including, without limitation, information with respect to the party's students, costs, prices, and treatment methods at any time used, developed or made by the party during the term of this Agreement and that is not available to the public, without the other party's prior written consent.

B. Terms of this Agreement. Except for disclosure to his/her legal counsel, accountant or financial or other advisors/consultants neither party nor its respective staff shall disclose the terms of this Agreement to any person who is not a party or signatory to this Agreement, unless disclosure thereof is required by law or otherwise authorized by this Agreement. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement and shall provide the party with the option of pursuing remedies for breach or immediate termination of this Agreement in accordance with the provisions stated herein.

C. Student/Customer Information: Neither party nor its employees shall disclose any financial or medical information regarding students/customers treated hereunder to any third-party, except where permitted or required by law or where such disclosure is expressly approved by EDUCATIONAL INSTITUTION, MAXIM and student/customer in writing. Further, each party and its employees shall comply with the other party's rules, regulations and policies regarding the confidentiality of such information as well as all federal and state laws and regulations including, without limitation, Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Family Educational Rights and Privacy

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Act ("FERPA"), and the Health Information Technology for Economic and Clinical Health Act ("HITECH").

D. The obligations set forth in this Section shall survive the termination of this Agreement.

Section 7.2 **HIPAA/FERPA /HITECH Obligations.** Each party and its respective staff shall comply with all federal and state laws and regulations, and all rules, regulations, and policies of the other party, regarding the confidentiality of student information, to include, without limitation, HIPAA, FERPA, and HITECH. In addition, if necessary, the parties agree to resist any effort to obtain access to such records or information in judicial proceedings, except such access as is expressly permitted by federal/state regulations.

To the extent that EDUCATIONAL INSTITUTION may be a "Covered Entity" as defined by HIPAA, and would therefore be subject to applicable requirements, including, but not limited to, requirements to enter into certain contracts with their "business associates," by HIPAA, the parties acknowledge that a business associate agreement is not needed due to the nature of services provided by MAXIM. Specifically, the parties acknowledge that under HIPAA, Personnel provided hereunder are considered part of EDUCATIONAL INSTITUTION's workforce and to that end, all Protected Health Information ("PHI") is created, viewed, used, maintained and otherwise stored and safeguarded in EDUCATIONAL INSTITUTION's work environment. The parties further acknowledge that PHI is not exchanged between the parties in order for MAXIM to provide Personnel as part of EDUCATIONAL INSTITUTION's temporary workforce.

Notwithstanding the foregoing, MAXIM and all staff provided to EDUCATIONAL INSTITUTION hereunder shall comply with confidentiality, medical records and/or other applicable laws and regulations with regard to any and all information directly or indirectly accessed or used by MAXIM and their personnel, including without limitation HIPAA, FERPA, and HITECH.

EDUCATIONAL INSTITUTION and MAXIM have acknowledged their understanding of and agreement to the mutual promises written above by executing and delivering this Agreement as of the date set forth above.

MAKING WAVES ACADEMY SCHOOLS:	MAXIM HEALTHCARE SERVICES, INC., D/B/A MAXIM STAFFING SOLUTIONS:
Signature	Signature
Printed Name & Title	Printed Name & Title
Date	Date

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ATTACHMENT A

Making Waves Academy Schools **STAFFING RATES**

Charges will be based on the following hourly rate schedule effective August 14th 2019:

Service	Rate
RN 1-1 student ratio	$55/ Hour
RN	$60/Hour
LVN	$50/Hour
School Credentailed RN	$80/Hour
OT/PT/SLP	$80-$100/Hour
School Psych	$130- $145/Hour
Special Education Teacher	$70-$90/Hour
SLPA	$65- $70/Hour
Behavioral Tech	$50/Hour
BCBA	$130/Hour
Social Worker	$80-$100/Hour
Instructional Aide	$40/Hour
Healthaide/Para	$45/Hour

Annual Rate Increase. An annual rate increase of 0% will be added to each services type listed above every year on Effective Date.

Mileage. Mileage will be charged at $0 per mile.

Orientation. Rates listed above will be charged for all time spent in required EDUCATIONAL INSTITUTION orientation.

Overtime. Overtime rates are charged for all hours worked in excess of forty (40) per week or according to applicable state law. The overtime rate is one and one-half (1.5) times the regular billing rate for such hours.

MAKING WAVES ACADEMY SCHOOLS:	Maxim Healthcare Services, Inc. D/B/A Maxim Staffing Solutions.:
Signature	Signature
Printed Name & Title	Printed Name & Title
Date	Date

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Coversheet

Revolution K12 Contract Renewal

Section: V. Consent Action Items
Item: C. Revolution K12 Contract Renewal
Purpose: Vote
Submitted by: Jon Siapno
Related Material: RevK12 Proposal 08.27.2019 jss.pdf

BACKGROUND:
College and Career Counseling is seeking a contract renewal for two on-campus SAT group courses, provided by Revolution K12, meant to increase students' eligibility and competitive advantage in the college admissions market. This contract renewal will constitute our fourth year of partnership with Revolution K12 in after school SAT preparation. The six-hour boot camp in fall is meant to target seniors needing a higher SAT score for California State University (CSU) eligibility, as well as juniors who want to prepare for the PSAT National Merit Scholarship Qualifying Test. The 18-hour boot camp in spring will target our highest-scoring juniors and sophomores as a sub-group to increase their competitive advantage for University of California (UC), private and out-of-state public schools, and merit-based scholarships. These Revolution K12 boot camps are part of a larger test preparation strategy, which includes an ACT diagnostic exam, SAT Genius Hour (Marlin Hour) for juniors, SAT content resources for faculty, as well as SAT diagnostics to help students and instructors recognize areas of growth.

RECOMMENDATION:
We recommend that the MWA Board approve the proposal for these SAT group courses to increase students' eligibility and competitive scores. Fiscal Impact: $8,870.

REVOLUTION PREP

MAKING WAVES ACADEMY & REVOLUTION PREP

PARTNERSHIP PROPOSAL

2019-2020

Building Pathways to College through:

World Class SAT/ACT Instruction

Increased Student Confidence & Test Results

Parent Involvement and School Partnership

EXECUTIVE SUMMARY

Revolution Prep was founded with the goal of creating smarter learning tools, designed to help students build core academic and analytical problem solving skills. At Revolution, we offer a variety of dynamic SAT, ACT and AP test prep programs that match a district's needs and enable them to build upon a standard of academic performance. By understanding that each school, teacher, and student has a distinct set of needs, we strive to develop a comprehensive partnership to achieve your stated goals.

Similar to Making Waves Academy's unwavering commitment to rigorously and holistically preparing students to gain acceptance to and graduate from college to ultimately become valuable contributors to the workforce and their communities, we remain steadfastly dedicated to supporting the educational advancement and college acceptance for the cohort of students with whom we work.

To this end, Revolution Prep offers a unique set of teaching strategies for test prep based on experience, research, and cutting edge technology. Although our goal is to prepare students to achieve higher scores on standardized tests, we also pride ourselves on developing confident learners in both the short and long-term. Revolution Prep's courses stress analytical thinking skills that help students not only increase their test score potential, but also excel in their post-graduate careers and professions.

Specifically, our test prep curriculum focuses on long-term critical thinking and problem-solving skills that are applicable far beyond standardized testing. We do not simply teach tips and tricks, rather our curriculum covers strategies for questions in a way that forces students to broaden how they approach a problem and why they select a given answer. Moreover, content that combats testing anxiety, supports active reading, and engages a process for eliminating wrong answers are among the many features in which confident and well-prepared students are ingratiated.

Perhaps our greatest focus, however, is our unwavering commitment to increase college access by offering affordable test preparation courses regardless of a student's ability to pay. Revolution strives to provide an academically rigorous learning environment for under-represented students, eliminating the pressures of insufficient financial aid. With this in mind, Revolution commits itself to a mutually-beneficial partnership to deliver test prep curricula at a cost that ensures each student can graduate high school and go to college.

The following pages describe our test prep programs and shared vision of success of how Revolution Prep intends to support your overall strategic priorities to ensure that extraordinary instruction and deepened learning take place every day.

PARTNERSHIP AGREEMENT

In Partnership with Making Waves Academy (Partner), Revolution Prep agrees to staff and deliver test preparation services under the terms and provisions set forth below.

TEST PREPARATION PROGRAMS

Revolution Prep's innovative approach to test prep fills fundamental math and ELA skill gaps and bolsters test readiness. Our curriculum integrates methods to quickly identify question types, improve active reading skills, and combat testing anxiety. Far beyond just building testing skills, our holistic approach focuses on long-term critical thinking and problem solving skills. As a result, students gain the confidence they need to be successful on test day, become better learners, and improve their candidacy for college.

ON-CAMPUS GROUP COURSE

A comprehensive program solution delivered in-person on your school campus (or other designated location) by a trained Revolution instructor. A standard SAT group course will be anchored by 18 hours of direct instruction (six, 3-hour sessions) and up to five (5) full-length practice exams leading up to an official administration. Lessons cover verbal reasoning and reading comprehension and will include review of test content via mini lessons, and small group work and discussion. Students will also learn important study skill habits, goal setting, growth mindset, and strategies to overcome testing anxiety. In addition to assigned lessons from our workbook, students have the ability to score their exams online and receive immediate detailed reports on areas of need. Classes contain a maximum of 25 students.

ONLINE GROUP COURSE

A dynamic test prep program solution taught by a Revolution tutor and delivered online. A custom program will include 24 hours of direct instruction and up to 5 practice exams to be proctored virtually or on-campus by partner site staff. Class sessions are taught by a Revolution faculty member, via a live, interactive platform called Zoom™ through which students see, listen, and speak directly with their instructor during the online session. In addition to guided instruction and assigned lessons, students score exams online and receive immediate detailed score reports on areas of weakness. Online courses consist of 8-12 students per section.

BOOT CAMP

An abridged strategy session that focuses on basic skill-building and strategies for the most heavily tested concepts. Students take a full-length SAT or ACT practice exam—either self-proctored or administered by Partner staff—followed by two dynamic class sessions (6 total hours of instruction)

delivered in-person on your school campus or online by a trained Revolution instructor. Boot camp minimum is 30 students and can service up to 100 students.

Course Implementation & Logistics

- **Enrollment:** Partner is responsible for the collection and management of student enrollments prior to the beginning of the course and will provide a batch enroll form including student and parent information to Revolution 7 days prior to the start of the course. Revolution is able to provide flyers, e-blasts and other promotional materials by request.
- **Course Material:** Revolution materials include a workbook and physical exams (to be shipped directly to Partner school). Any digital content; coursework and homework will be emailed directly students before and after every session.
- **Practice Exams and Scoring:** Students have the ability to submit their test scores through the Revolution mobile app or online via their student dashboard after each exam session. Attendance reports, practice exam score reports and improvement tracking will be provided at the conclusion of programming. *Note: Regardless of students' baseline score, attending class, completing homework, and taking multiple practice exams are the strongest drivers of score increases.*
- **Course Location and Schedule:** Group Couse schedule and location will be agreed upon by Revolution and Partner to fit the needs of the school and students.

Additional Terms & Conditions

- Revolution Prep is not liable for class attendance and/or sessions missed by Partner students. Individual student refunds will not be issued by Revolution for any student that drops the class after the start of the program.
- This agreement may be canceled by either Revolution Prep or Partner at any time via written notice up to fourteen (14) days prior to the scheduled start date of the course. Programs canceled within fourteen (14) days are subject to a $500 per course cancellation fee.
- The privacy of individual user data for school administrators, teachers, parents, and students is always respected and protected. Revolution Prep will never disclose, sell, or rent personal information that identifies any of our students without specific authorization to do so. Revolution Prep shall comply with all applicable state and Federal laws and regulations pertaining to data privacy and security, applicable to the service provided to Partner. Revolution Prep will ensure that its services help Partner to comply with FERPA and PPRA.
- Revolution Prep retains the right to release aggregate performance information provided this information is not personally identifiable by district, school or individual students and teachers.

COST PROPOSAL

The table below outlines Revolution Prep's proposed solution for SAT Prep for Making Waves Academy students for the 2019-20 school year. Test prep materials (workbook and practice exams) for each student, shipping costs, reporting per section, and access to additional test prep resources via a Revolution student account are included in the program cost.

COURSE TYPE	SUBJECT	UNIT	PER UNIT COST	TOTAL COST
Fall 2019 Boot Camp	SAT	30 students	$79/student	$2,370
Spring 2020 18-Hour On-Campus Group Course	SAT	1 section (up to 25 students)	$7,500/section	$7,500
			Subtotal:	$9,870
			*Discount:	*($1,000)*
			Total:	$8,870

**Discount applied for school-facilitated exam proctoring.*

PAYMENT TERMS

Please initial next to one of the below purchasing options:

____ A purchase order is attached to this signed Agreement. Please include **Contract #5268-1537091** on your purchase order.

____ Organization will issue a Purchase Order by the following date: _____ . Please include **Contract #5268-1537091** on your purchase order. (Please note a purchase order is needed at least four weeks prior to the start of classes).

____ Organization does not need to issue a Purchase Order for the services in this Agreement; Organization is authorized to make payments based solely on the terms of this Agreement.

Agreed to the above proposal, as signed below:

Making Waves Academy

Signed	Date
Name	Title

Revolution Prep

Signed	Date
Name	Title

APPENDIX

The following is a tentative schedule(s) for an SAT On-Campus Group Course based on course dates discussed by Revolution and Partner. Course dates and program length will be finalized to fit the needs of the school and its students. All programs are held on-campus at Partner school or other designated location.

FALL 2019 BOOT CAMP SCHEDULE			
Session	Day	Date	Time
Class 1	Monday	9/9/2019	4:00–5:30 pm
Class 2	Monday	9/16/2019	4:00–5:30 pm
Exam 2	**Saturday**	**9/21/2019**	**8:00-12:30 pm**
Class 3	Monday	9/23/2019	4:00–5:30 pm
Class 4	Monday	10/7/2019	4:00–5:30 pm
SAT School Day: October 16, 2019 Official PSAT Administration: October 16, 2019			

SPRING 2020 GROUP COURSE SCHEDULE			
Session	Day	Date	Time
Exam 1	**Saturday**	**3/21/2020**	**8:00-12:30 pm**
Class 1	Monday	3/23/2020	4:00–7:00 pm
Exam 2	**Saturday**	**3/28/2020**	**8:00-12:30 pm**
Class 2	Monday	3/30/2020	4:00–7:00 pm
Class 3	Monday	4/6/2020	4:00–7:00 pm
Exam 3	**Saturday**	**4/11/2020**	**8:00-12:30 pm**
Class 4	Monday	4/13/2020	4:00–7:00 pm
Exam 4	**Saturday**	**4/18/2020**	**8:00-12:30 pm**
Class 5	Monday	4/20/2020	4:00–7:00 pm
Exam 5	**Saturday**	**4/25/2020**	**8:00-12:30 pm**
Class 6	Monday	4/27/2020	4:00–7:00 pm
Official SAT Administration: May 2, 2020			

Coversheet

Microsoft License Renewal

Section: V. Consent Action Items
Item: D. Microsoft License Renewal
Purpose: Vote
Submitted by: Damon Edwards
Related Material: Microsoft Open License Renewal.pdf

BACKGROUND:
This invoice is for the renewal of the Microsoft agreement for operating system software, office productivity suite software, and cloud services education volume licenses.

RECOMMENDATION:
Please approve the attached CDW-G quote with a fiscal impact of $11,125.00.

QUOTE CONFIRMATION

CDW•G PEOPLE WHO GET IT

DEAR DAMON EDWARDS,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. Click here to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
KTVV325	8/7/2019	MS RNW	12272277	$11,125.00

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Microsoft Desktop Education w/Enterprise CAL - license & software assurance Mfg. Part#: 2UJ-00007 UNSPSC: 43233004 Electronic distribution - NO MEDIA Contract: MARKET	165	2320201	$67.00	$11,055.00
Microsoft Azure Active Directory Basic - subscription license (12 month) Mfg. Part#: GP3-00009 UNSPSC: 43232901 Electronic distribution - NO MEDIA Contract: MARKET	165	3634214	$0.00	$0.00
Microsoft Azure Active Directory Basic - subscription license (12 month) Mfg. Part#: GP3-00008 UNSPSC: 43232901 Electronic distribution - NO MEDIA Contract: MARKET	1165	3634213	$0.00	$0.00
Microsoft Exchange Server Standard Edition - license & software assurance - Mfg. Part#: 312-04097 UNSPSC: 43232915 Electronic distribution - NO MEDIA Contract: Standard Pricing	1	2320240	$70.00	$70.00

PURCHASER BILLING INFO

Billing Address:
MAKING WAVES ACADEMY
ACCTS PAYABLE
4123 LAKESIDE DR
RICHMOND, CA 94806-1942
Phone: (510) 262-1511
Payment Terms: NET 30 Days-Govt/Ed

DELIVER TO

Shipping Address:
MAKING WAVES ACADEMY
DAMON EDWARDS
4123 LAKESIDE DR
RICHMOND, CA 94806-1942
Phone: (510) 262-1511
Shipping Method: ELECTRONIC DISTRIBUTION

SUBTOTAL	$11,125.00
SHIPPING	$0.00
SALES TAX	$0.00
GRAND TOTAL	$11,125.00

Please remit payments to:

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

Need Assistance? CDW•G SALES CONTACT INFORMATION				
	Austin Romero	|	(877) 283-5780	| austrom@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at
http://www.cdwg.com/content/terms-conditions/product-sales.aspx
For more information, contact a CDW account manager

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Coversheet

Schoolmint Renewal

Section: V. Consent Action Items
Item: E. Schoolmint Renewal
Purpose: Vote
Submitted by: Damon Edwards
Related Material: SchoolMint Student Registration Management.pdf
SchoolMint Lottery and Application.pdf

BACKGROUND:
SchoolMint is an online enrollment and communication platform, working with public, charters and private schools, to make the enrollment and lottery process for parents easier, and faster.

RECOMMENDATION:
Please approve the attached agreements with a combined fiscal impact of $9,222.00

SchoolMint

Renewal Notification for Making Waves Academy
Quote Date: Jun 18, 2019

We appreciate your loyalty as a SchoolMint customer and look forward to continuing to provide SchoolMint products and services to support your enrollment practices. Please review this notification for accuracy and notify us regarding any enrollment changes planned for the upcoming school year.

By signing here, both parties agree to SchoolMint's Master Service Agreement* and agree to receive an invoice for the subscription based on the details of this notification. Should there be specific invoice date or purchase order requirements, please notify us when signing this notification, otherwise you will receive an invoice immediately upon signing.

*https://www.schoolmint.com/agreements/

To avoid service interruption, please return this signed renewal notification before 2019-06-30
If a purchase order is required, please submit a copy along with this signed notification

Alton Nelson

Alton Nelson 08/01/2019
Title: CEO

Subscription Period: 2019-06-05 - 2020-06-04
Current Student Enrollment: 800

Name	QTY/Enrollment	Subtotal
New Student Registration Management - Payment Processing (Fee Collections) - Re-Enrollment Management	800	$4,000.00

Total $4,000.00

Payment Options: You can also make payments by Bank Transfer

SchoolMint

Please make all checks payable to:
SchoolMint, Inc.
15495 Eagle Nest Lane, Suite 260
Miami Lakes, Fl 33014

Bank Name: Webster Bank
Bank Holder: SchoolMint, Inc.
Account No.: 23135570
ABA/Routing #: 211170101

SchoolMint



Licensee Information Sheet
(Please submit a completed copy with the Contract)

Contact:

Name: Damon Edwards

Phone: 510-421-0600

Email address: Dedwards@mwacademy.org

Address: 4123 Lakeside Drive, Richmond, CA 94806

Invoicing Contact (Where the SchoolMint invoice/s should be sent):

Name: Hung Ma

Phone: 510-421-0600

Email address: Hmai@mwacademy.org

Address: 4123 Lakeside Drive, Richmond, CA 94806

Customer Notes

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
SchoolMint Inc

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

- ○ Individual/sole proprietor or single-member LLC
- ◉ C Corporation
- ○ S Corporation
- ○ Partnership
- ○ Trust/estate
- ○ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

- ○ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
564 Market Street, Suite 500

6 City, state, and ZIP code
San Francisco, CA 94104

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
46 - 3589700

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ▶ [signature] **Date** ▶ 3/6/19

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Signature Certificate

Document Ref.: DPYWD-HJDMY-HPWEY-DDTKA

Document signed by:



Alton Nelson

Verified E-mail:
anelson@mwacademy.org

IP: 99.155.33.250 | Date: 01 Aug 2019 14:12:19 UTC

Alton Nelson

Document completed by all parties on:
01 Aug 2019 14:12:19 UTC

Page 1 of 1

Signed with PandaDoc.com

PandaDoc is the document platform that boosts your company's revenue by accelerating the way it transacts.

SchoolMint

Renewal Notification for Making Waves Academy
Quote Date: Jun 27, 2019

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By signing here, both parties agree to SchoolMint's Master Service Agreement* and agree to receive an invoice for the subscription based on the details of this notification. Should there be specific invoice date or purchase order requirements, please notify us when signing this notification, otherwise you will receive an invoice immediately upon signing.

*https://www.schoolmint.com/agreements/

To avoid service interruption, please return this signed renewal notification before 2019/07/15

If a purchase order is required, please submit a copy along with this signed notification

Alton Nelson

08/01/2019

Alton Nelson
Title: CEO

Subscription Period: 2019-06-05 - 2020-06-04
Participating Schools: 2

Name	QTY/Enrollment	Subtotal
MultApply - Application & Lottery Includes Supported Languages	2	$5,222.22

Total $5,222.22

Payment Options: You can also make payments by Bank Transfer

SchoolMint

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Signature Certificate

Document Ref.: 5SDO9-9ZFGB-VQO6E-FS8TP

Document signed by:



Alton Nelson

Verified E-mail:
anelson@mwacademy.org

IP: 99.155.33.250 | Date: 01 Aug 2019 14:20:40 UTC

Alton Nelson

Document completed by all parties on:
01 Aug 2019 14:20:40 UTC

Signed with PandaDoc.com

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