



Making Waves Academy

May MWA Board Meeting

Date and Time

Thursday May 21, 2020 at 4:30 PM PDT

Location

You can join the meeting from your computer, tablet or smartphone.

<https://www.gotomeet.me/MWABoard>

You can also dial in using your phone.

United States: +1 (224) 501-3412

Access Code: 967-255-093

If you have questions about the board agenda and materials or you are in need of disability-related accommodations, please contact:

Si tiene preguntas sobre la agenda y materiales de la junta o necesita adaptaciones relacionadas con la discapacidad, comuníquese con:

Elizabeth Martinez at emartinez@mwacademy.org or 510-227-9856.

In accordance with Executive Order N-25-20 in the State of California, we will be hosting this board meeting via teleconference.

Public Comment

- 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.
- **Speakers should submit a request to speak using one of the methods below:**
 - **To submit a request during the meeting:** *send a direct message through the chat function to Elizabeth Martinez before the beginning of public comment for general public comment and before board discussion commences following staff presentations. Speaker requests will not be accepted for an item once the board has begun their discussion.*
 - **To submit a request before the meeting:** *send an email to emartinez@mwacademy.org, please indicate if it is a general public comment for the beginning of the meeting or a comment for a specific agenda item (please include the item number).*
- Under SB1036 the minutes from this meeting will omit student and parent names and other directory information, except as required by judicial order or federal law. If a parent/ legal guardian wishes a name be included, one must inform the board prior to their public comment.

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Please note that all agenda times are estimates.

[To Access the Agenda in Spanish CLICK HERE](#)

[Para ver la agenda en Espanol oprima aqui](#)

Agenda

I. Opening Items

Opening Items

A. Call the Meeting to Order

Alicia Malet Klein will call the meeting to order and review meeting norms regarding attendees.

B. Record Attendance and Guests

Roll call and verification of quorum.

C. Public Comment

II. Standing Reports

A. Compliance to Excellence: Remarks by Board President

Topics to be Covered:

- Pivot to Distance Learning and Virtual Meetings
- Planning for a Changed Landscape

B. Q & A on Associated Student Body Report

Student government written report.

C. Mission Connection: Meal Distribution Panel

Facilitated panel discussion with MWA staff who has been distributing meals during the campus closure.

D. Deep Dive: Distance Learning

Facilitated discussion with a panel regarding distance learning.

E. Q & A on Senior School Director Written Report

Items to be covered in reports:

- Distance Learning
- Socio-Emotional Learning
- Meal Distribution

Board members will have an opportunity to ask questions and further discuss contents of the school's written report.

F. Q & A on CEO Written Report

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

G. Q&A on Finance Written Report

Board members will have an opportunity to ask questions and further discuss contents of the finance update, which focuses on the FY21 budget.

H. Committee and Advisory Committee Updates

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

- Committees
 - WASC Review
 - Curriculum Review
 - Discipline
- Advisory Committees
 - Finance
 - Diversity and Inclusion
 - Audit
 - Climate & Culture

I. School Site Council Update

Update on latest SSC meeting from SSC officer.

III. Non-Action Items

A. Curriculum Review Advisory Committee Presentation

Board member provides summary of the spring Curriculum Review Advisory Committee.

B. Talent Team Update

Board members will have an opportunity to ask questions and further discuss contents of the Talent Team's written report.

IV. Action Items

A. Board Minutes: March 19, 2020 Board Meeting

B. Accept Minutes for Committees and Advisory Committees

Approve minutes for Finance Advisory Committee on April 30, 2020

C. Board Minutes: Special Board Meetings

D. FY 2020-2021 Budget

Fiscal Impact: \$28,125,697

E. LCAP Operations Update

F. 2020-2021 Student-Parent/Guardian Handbook

G. 2020-2021 Employee Handbook

H. Revision to Board Policy 5

I. Instructional Minutes 2020-2021

J. Bell Schedules (2020-2021)

K. Academic Calendar 2020-2021

L. Nob Hill Catering, Inc. Renewal

Fiscal Impact: \$390,500

M. iXL Contract

Fiscal Impact: \$14,200

N. Student Technology Acceptable Use Policy

No fiscal impact.

O. Policy on Chromebook Insurance

No fiscal impact.

P. Anchor Solutions Renewal

Fiscal Impact: \$250,000

V. Consent Action Items

Combined Fiscal Impact: \$4,778,864.29

A. CCCOE Teacher Induction Program MOU

Fiscal Impact:

B. Teach for America (TFA) Memorandum of Understanding Renewal

Fiscal Impact: Up to \$20,000

C. Master Contract Renewal: 2020-2021 SPED Services

No fiscal impact.

D. Speech Pathology Group (SPG) Renewal

Fiscal Impact: \$70,000

E. Arthur J. Gallagher - 2020-21 Catastrophic Student Accident Insurance Renewal

Fiscal Impact: \$2,364

F. LBM Business Services Renewal

Fiscal Impact: \$14,750

G. Gaggle Renewal

Fiscal Impact: \$10,675

H. OKTA Renewal

Fiscal Impact: \$11,269.97

I. Cisco Renewal

Fiscal Impact: \$67,040.32

J. SolarWinds Service Desk Renewal

Fiscal Impact: \$16,488

K. Altura Renewal

Fiscal Impact: \$7,745

L. Vendor Invoices (Nov 2018-Apr 2019)

Fiscal Impact: \$4,558,532

VI. Discussion Items

A. Appreciations by the Board of Directors

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

A. Schedule of Board of Directors Meetings 2019-2020

- June Meeting, TBD

Regular Board Meeting Schedule for 2020-2021

- September 10, 2020

- October 15, 2020
- December 10, 2020
- February 4, 2021
- March 18, 2021
- May 6, 2021
- June 17, 2021

B. Adjourn Meeting

Coversheet

Q & A on Associated Student Body Report

Section: II. Standing Reports
Item: B. Q & A on Associated Student Body Report
Purpose: Discuss
Submitted by: Melissa Macho
Related Material: May ASB Board Report .pptx

BACKGROUND:

ASB Board Report submitted by 2019-2020 ASB Members. Two ASB Members will be present during the Board Meeting to elaborate and answer any questions.

Making Waves Academy

ASB Report

May 2020





Successes

- ASB has continued to have weekly Zoom Meetings
- Communication between ASB members
- MWA - 1:1 with technology
- Virtual College Signing Day and Google Site
- Ms. Dougan's 1:1 meeting with the Juniors
- 10th Grade Advisors - fun and engaging Advisory Zoom Meetings
- ASB planning for a Virtual Spirit Week
- ASB planning for a newsletter



Challenges

- Communication outside of the ASB space and members
- ASB participation and creativity has decreased with virtual meeting spaces
- Lack of information - likely due to uncertainty of global pandemic
- At home food options are not as healthy as the ones received at school
- Getting used to Distance Learning
 - Workload
 - Lack of everyday communication with our teachers
 - Normal school day routine is gone
 - Time management
 - Teachers have also needed to adjust what day to day instruction looks like
- General lack of school spirit and community
- Hard to pinpoint the “best” way to communicate with the student community



Priorities

- Communication
 - Between ASB and the larger student community
 - Between teachers and students
- How can we help students have a positive outlook on their high school experience and life while living through a global pandemic?
- Putting together and distributing a virtual ASB Newsletter
- What can we do to continue communication and the sense of community during the summer, especially if the world does not return back to “normal?”



Questions?

Thank you!

Coversheet

Mission Connection: Meal Distribution Panel

Section: II. Standing Reports
Item: C. Mission Connection: Meal Distribution Panel
Purpose: Discuss
Submitted by: Evangelia Ward-Jackson

BACKGROUND:

Members of our Operations Team who have facilitated the meal distribution process at our school will join on a panel to engage a Q&A on the meal service process, their experience, and the experience of our students.

RECOMMENDATION:

There will be questions prepared for the panel, however please feel free to chime in with follow-up questions to engage discussion.

Coversheet

Deep Dive: Distance Learning

Section: II. Standing Reports
Item: D. Deep Dive: Distance Learning
Purpose: Discuss
Submitted by: Evangelia Ward-Jackson

BACKGROUND:

A group of middle and upper school Students, Parents, and Teachers will join us for a Q&A regarding their experience while we've been on distance learning.

RECOMMENDATION:

There will be questions provided for the panel, please chime in with follow-up questions of your choice to engage the panel.

Coversheet

Q & A on Senior School Director Written Report

Section: II. Standing Reports
Item: E. Q & A on Senior School Director Written Report
Purpose: Discuss
Submitted by: Evangelia Ward-Jackson
Related Material: May_School Board Report.pdf

BACKGROUND:

Senior School Director report highlighting distance learning, student support, meal distribution, and family communication with key contributions by the Directors of Curriculum & Instruction, Student Support Services Team, and Operations Director respectively.

RECOMMENDATION:

Please share questions and comments on content of report.



Board Report

Middle and Upper School

Board Report - May 2020

From the Senior School Director's Desk

Dr. E. Ward-Jackson

As the 2019-2020 school year comes to a close, I am reflective of just how resilient we are as a community. This has truly been a year like none other. Within one school year we 1) moved into our new upper school side of the campus, 2) fully occupied our middle school buildings, 2) commenced our first year providing in-house SPED programming, 3) completed a WASC review cycle and submitted a self-study for a new WASC cycle, 4) adopted a new org structure that launched a one school leader model, and 5) closed our campus doors for day to day instruction, as a response to the outbreak of a global pandemic. In a year that balanced significant change and transition with buoyed high expectations and accountability, I had both a front row view, and a critical participatory role in ensuring that we would not only manage the change and challenges, but also thrive, be refined, and persevere through the welcomed and necessary impacts of change management and growth. At the sighting of what may appear to be insurmountable, I trust the collective force that we generate as Wave-Makers to persevere, and this has held true as not only our school, but the entire world took on responding to the ever present crisis of COVID-19.

Due to early and intentional planning by our Executive Leadership team and our Crisis Prevention and Response Team (CPRT), we were able to successfully transition our school to a virtual academy within 48 business hours of the school closing. Week 1 we implemented our Continuity of Teaching & Learning plan, and by Week 2 we had started implementation of our Student Support Services plan. Over 4 weeks in advance of surrounding public schools, Making Waves Academy never had a gap in instruction and support for our Wave-Makers. Guided by our mission statement and our affirmation, it was important for me to lead our school in such a way that realized our commitment to *holistically and rigorously prepare our students* and to *not let anything get in the ways of our success*. In a time of uncertainty, fear, altered routines, grief, and an unstable economy, it is important to lead with hope and inspiration, but it is also important to lead realistically, flexibly, and with increased communication. We have learned a lot during this season, and we continue to learn. We have also modeled the way for many schools in this season, and we will continue to be an example of our core values personified.

In this Board Report, you will read about our successes, challenges and next steps in distance learning, in student support, and in how we respond to the needs of our families. As you read below please consider: The extent to which we are able to properly serve our students and families during this time, is due in great part to the timely prioritization and action of our CEO and Board toward ensuring our Wave-Makers are equip with 1:1 Chromebooks, digital textbooks, and learning management systems. My core objective as a School Leader is to protect the atmosphere of rigor, relevance, results, and relationships by leading with my head, heart, and hand, all in an effort to ensure every student has the opportunity to engage the best educational experience possible. I am not sure that anything can replace the experience of learning in the physical classroom, but until we are able to do so again, I can say with confidence that we are well equipped with the necessary tools to give our students the best education possible considering the current limitations and circumstances associated with the pandemic response.

We are excited about the upcoming virtual 8th grade promotion, 12th grade graduation, and Summer Academy plans that by the time of our Board meeting would have been shared broadly. And we appreciate the patience and trust of our Board and of the greater community as we continue to plan and implement plans while being responsive to shifts and changes as they surface.

Board Report - May 2020

Distance Learning (School-Wide)

Caitlin Shelburne and Priscilla Mendez

What?

Successes

- Teachers across the school have had an aligned experience as it pertains to:
 - Expectations such as due dates, quality of work, teacher leader roles during distance learning and communication structures
 - Professional development
 - Cadence of support from DCIs
- 100% of faculty academy-wide have continued to meet expectations for distance learning including: expectations for uploading content to Google Classroom/Canvas, submitting learning materials for paper packets on time, and updating the distance learning tracker as agreed upon.
- Teachers continue to share that communication amongst grade levels and content teams continue to be stronger than ever.
- The camera feature has allowed for fun, engaging and effective learning activities such as: online synchronous zoom workouts, a karaoke competition, real time check for understandings, partner reading, science mini labs, student conferences, screen sharing, and math talks.
- Our tracking system has allowed for strong communication between families, interventionists, teachers, and leadership. The community has used this system with high fidelity.
- Teachers have worked collectively to pace down on the volume of work to ensure that the workload between classes is equitable. Teachers are working to focus on major work standards to ensure depth and effectiveness of learning.

Challenges

- The school-wide average GPA has dropped .38 points since the start of distance learning.
- Some students still have internet connectivity issues, and not all identified students are completing paper packets.

So What:

To expand on the above challenges, we have analyzed our data and have come to some conclusions that will propel our work forward. Several factors have impacted student grades:

- Packet Learning: Student grades from packet learning have been lower than the grades of students online
- Technology: A number of students have experienced spotty internet and chromebook issues which has interrupted their access to learning. As a result of a unique learning schedule and factors related to technology, a number of the lower grades are impacted by missing assignments, rather than low performance
- Teacher Growth and Development: While all teachers were aligned with the level of and types of support expected of them to effectively deliver distance learning, we did not set clear expectations for the amount of and type of work each class was to assign. At the onset of distance learning, teachers were oftentimes misaligned in the quantity of work they assigned to students. We presume that this led to higher participation in some classes than others and an influx in missing assignments.

Board Report - May 2020

<p style="text-align: center;">Middle School Social Studies/History (Social Studies 5, History 6-8)</p> <p>Grades Distribution as of 5.11.20</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <tr><th>Grade</th><th>Percentage</th></tr> <tr><td>F</td><td>34.8%</td></tr> <tr><td>A-C</td><td>65.2%</td></tr> </table>	Grade	Percentage	F	34.8%	A-C	65.2%	<p style="text-align: center;">Upper School Social Sciences (World History, US History, AP US History, Economics, AP Government, AP Psychology)</p> <p>Grades Distribution As Of 5.11.20</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <tr><th>Grade</th><th>Percentage</th></tr> <tr><td>F</td><td>26.4%</td></tr> <tr><td>A-C</td><td>73.6%</td></tr> </table>	Grade	Percentage	F	26.4%	A-C	73.6%
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<p style="text-align: center;">Middle School Math (Integrated Math 5-8 and Algebra 1)</p> <p>Grades Distribution as of 5.11.20</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <tr><th>Grade</th><th>Percentage</th></tr> <tr><td>F</td><td>34.9%</td></tr> <tr><td>A-C</td><td>65.1%</td></tr> </table>	Grade	Percentage	F	34.9%	A-C	65.1%	<p style="text-align: center;">Upper School Math (Algebra I, Geometry, Algebra II, Precalculus, AP Calculus, AP Statistics)</p> <p>Grades Distribution As Of 5.11.20</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <tr><th>Grade</th><th>Percentage</th></tr> <tr><td>F</td><td>26.3%</td></tr> <tr><td>A-C</td><td>73.7%</td></tr> </table>	Grade	Percentage	F	26.3%	A-C	73.7%
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<p style="text-align: center;">Middle School English (English 5-8)</p> <p>Grades Distribution as of 5.11.20</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <tr><th>Grade</th><th>Percentage</th></tr> <tr><td>F</td><td>48.0%</td></tr> <tr><td>A-C</td><td>52.0%</td></tr> </table>	Grade	Percentage	F	48.0%	A-C	52.0%	<p style="text-align: center;">Upper School English (English I, English II, English III, AP English, ERWC)</p> <p>Grades Distribution As of 5.11.20</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <tr><th>Grade</th><th>Percentage</th></tr> <tr><td>F</td><td>32.8%</td></tr> <tr><td>A-C</td><td>67.2%</td></tr> </table>	Grade	Percentage	F	32.8%	A-C	67.2%
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<p style="text-align: center;">Middle School Science (Integrated Science 5-8)</p> <p>Grades Distribution as of 5.11.20</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <tr><th>Grade</th><th>Percentage</th></tr> <tr><td>F</td><td>36.0%</td></tr> <tr><td>A-C</td><td>64.0%</td></tr> </table>	Grade	Percentage	F	36.0%	A-C	64.0%	<p style="text-align: center;">Upper School Science (Earth & Space Science, Biology, Modern Physics & Chemistry, Introduction to Health Sciences, Medical Terminology, Anatomy & Physiology, Advanced Patient Care)</p>						
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<p>Middle School Encore (Art, Music and Technology)</p> <p>Grade Distribution as of 5.11.20</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <tr><th>Grade</th><th>Percentage</th></tr> <tr><td>F</td><td>39.6%</td></tr> <tr><td>A-C</td><td>60.4%</td></tr> </table>	Grade	Percentage	F	39.6%	A-C	60.4%	<p>Upper School Visual & Performing Arts (Fundamentals of Art, Advanced Art, Ceramics, Introduction to Drama)</p> <p>Grades Distribution As of 5.11.20</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <tr><th>Grade</th><th>Percentage</th></tr> <tr><td>F</td><td>29.5%</td></tr> <tr><td>A-C</td><td>70.5%</td></tr> </table>	Grade	Percentage	F	29.5%	A-C	70.5%
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<p>Middle School Health & Wellness (Health and Wellness 5-8)</p> <p>Grade Distribution as of 5.11.20</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <tr><th>Grade</th><th>Percentage</th></tr> <tr><td>F</td><td>8.9%</td></tr> <tr><td>A-C</td><td>91.1%</td></tr> </table>	Grade	Percentage	F	8.9%	A-C	91.1%	<p>Upper School Health & Wellness (Health & Wellness I, Health & Wellness II)</p> <p>Grades Distribution As of 5.11.20</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <tr><th>Grade</th><th>Percentage</th></tr> <tr><td>F</td><td>27.0%</td></tr> <tr><td>A-C</td><td>73.0%</td></tr> </table>	Grade	Percentage	F	27.0%	A-C	73.0%
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	<p>Upper School World Languages (Spanish I, Spanish II, Spanish III, AP Spanish)</p> <p>Grades Distribution As of 5.11.20</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <tr><th>Grade</th><th>Percentage</th></tr> <tr><td>F</td><td>31.5%</td></tr> <tr><td>A-C</td><td>68.5%</td></tr> </table>	Grade	Percentage	F	31.5%	A-C	68.5%						
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Now What

- Our focus for the end of the year is supporting subject matter mastery and work completion. We have decided to implement a number of structural and programmatic features to support this effort.

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1. Pause on New Instruction Days: We have planned 6 days in the month of May devoted to makeup work and office hours. These days were planned with the intention to give students a chance to catch up. This decision was rooted in equity considering the high number of chromebook and internet issues that interrupted student learning.
2. Data Talks: In upcoming professional development teachers will unpack GPA data with the lens of student critical needs groups, impact of specific practices on student achievement and high level trends. The intention of these sessions are rooted in understanding and emphasizing practices that translate to high student achievement with the hopes of improving our instruction this year and to standardize best practices for the upcoming school year.
3. Clear Expectations for Work: Teachers have been asked to reduce the number of assignments they are assigning to students, while maintaining high rigor and accountability. In the Middle School teachers are now assigning 1-2 assignments per week and the Upper School has reduced the minimum number of assignments by 20% for Semester 2. We have also worked with Content Leads to identify the major standards for Semester 2 to ensure the content is aligned with the work students must know to enter the next grade level.

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Socio-Emotional Learning (School-wide)

Student Support Services Department - Ahjia Moore and Brandon Greene: US/MS Senior Dean of Students; Rachel Navarro and Danilo Garcia: US/MS Social Worker

What?

Successes

- Establishing process to ensure seamless continuation of support for our most vulnerable students via Telemental Health Services
 - Collaborated with our clinical services provider and legal counsel to implement legal and ethical best practices for Telemental Health Services including consent, access, and platform for the delivery of service
 - Identified students with critical psychological and social-emotional needs to prioritize supports for Telemental Health Services and ongoing case management
- Supporting our MWA community to have access to local resources and programs
 - Compiled resources to address MWA community needs resulting from school closure due to COVID-19, including strategies to support learning at home, social-emotional wellness, community and crisis supports
 - Created and promoted an *Information Resource Guide* on our MWA website, school-wide ATM and SchoolMint messaging, and through critical needs outreach directly to families and students
- Establishing process for identifying students not connected to distance learning
 - Comprehensively reviewing distance learning participation tracking data and metrics
 - Engaging in direct outreach to all families of students who are not engaging in distance learning activities, troubleshooting obstacles to participation, and connecting families with requested resources
- Engaging outreach plan to improve distance learning participation rates
 - Weekly monitoring of student participation; weekly calls homes to students and families by Student Support Services Team and advisors
 - Ongoing outreach to our most vulnerable students (presenting with two or more of the following indicators: chronically absent prior to campus closure, multiple suspensions, intensive clinical needs, cumulative GPAs below 2.0, and/or low distance learning participation)
- Delivering divisional Student Support Service PDs for faculty reviewing distance learning supports and resources for students, teachers, and families while highlighting our outreach efforts to improve distance learning participation
- Supporting the development and administration of a parent/guardian survey to gauge the impact of the pandemic on MWA families and to identify areas for future support for MWA families

Challenges

- Increase in student referrals for mental health services due to anxiety or stress-related issues
- Supporting students who were non-communicative or without reliable internet during the majority of the school closure
- Supporting overwhelmed guardians reaching out for support around: chromebook support, questions related to gradebook, Powerschool access, and student academic progress; reiterating teacher office hours and other available academic support
- Increase in students required to work additional hours outside of the home or expected to support the family by being a resource for childcare, resulting in lower engagement with school work

Board Report - May 2020

Dean of Students (DOS) Aggregate Data and Critical Info

03/13/20 - 05/08/20	Middle School	Upper School
<ul style="list-style-type: none"> ● # of DOS safety alerts investigated and intervened with ● (Themes of safety alerts included Inappropriate Use, Depression, Self-Harm/Grief, Suicide) 	28	15
<ul style="list-style-type: none"> ● # of students/families contacted for academic support or social and emotional needs 	96	112

Social Worker Aggregate Data and Critical Info

03/13/20 Through 05/08/20	Middle School	Upper School
Safety/Risk Assessments	3	2
NTA Notifications Processed	12	N/A
Social Worker Referrals	7	21
Case Management	2	2
Safety Alert Response	8	1
Counseling Services Initiated	13	19

So What?

The Student Support Services Team would like to extend our deepest appreciation to our entire faculty and staff for the heroic work that they have all engaged over the past month to transition MWA's delivery platform of our

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comprehensive services to high-quality distance learning programming. In true Marlin fashion, we have modeled for the community how to rise to the challenge in even the most dire and unfamiliar of circumstances.

Since the inception of our school closure planning, the Student Support Services Team (S3T) has been engaged in a full-court press “Critical Needs Outreach” campaign. Our efforts have centered on identifying and supporting our most vulnerable students and closing the family need, school-connection, and participation gaps.

We are eager to confront the challenges of this unprecedented time and we are rallying our spirits and resources for the journey ahead in order to meet the evolving needs of our school community. Maintaining a continuum of familiar practices is critical as we strive to provide a much needed sense of normalcy for our youth and families during these uncertain and tumultuous times. To that end, we have pursued every opportunity to educate and remind the community, as we delved into the new realm of interactive online instructional and holistic program offerings, that we have maintained a strong continuum of student support services providing all of the familiar supports our parents, teachers, and students are accustomed to and have grown to trust. Our resounding motto has been “**When in doubt, reach out,**” and our Student Support Services Team has been there every step of the way through this crisis to answer the call.

We know that the large-scale changes and adjustments that have come with transitioning MWA’s comprehensive services to high quality distance learning programming has been challenging, but we do not face these challenges alone. Together, we can accomplish all things. Through our efforts, we know that all of our students are safe, supported, and connected to their holistic school-based resources and instructional offerings to the highest degree possible.

Now What?

The Student Supports Services Team will conduct divisional “needs assessments” to evaluate school culture and climate needs and identify priority areas for proactive and responsive services for the 2020-21 school year, and for potential summer program contingencies. We will use student and parent/guardian survey data, discipline and suspension data, attendance data, behavioral referral trends, and counseling referral trends to inform our efforts and to guide the development of our year-long goals. Based on our needs assessment findings, we will develop a three-tiered support plan (universal supports, targeted programming for groups of students with similar support needs, and intensive individual interventions for our most vulnerable students) that includes but is not limited to:

- **Tier 1:** *Universal Community Building* and school counseling curriculum.
- **Tier 2:** Targeted group counseling/mentoring services, expanded orientation modules, and reintegration to campus efforts for our most vulnerable students (chronically absent, multiple suspensions, cumulative GPAs below 2.0, and low distance learning participation).
- **Tier 3:** Intensive individual psychological services from our Social Workers and FPA clinicians for our students with the most acute identified needs.
 - **Holistic Parent/Guardian Education Initiatives:** To increase the impact of ongoing case management for our students with the most intensive needs, the Student Support Services Team will seek opportunities to work with our FPA clinicians to strategically build relationships with parent/guardians and provide psychoeducation on topics such as: Healthy Communication, Parenting and Stress Management Best Practices, Life Dream Reinforcement and PMSC Concepts,

Board Report - May 2020

and will work to triage emerging family needs that impede student health, development and academic achievement.

Meal Services

Cedrice Bennett, Director of School Operations

What?

Successes

- Launched full-scale meal distribution on 3rd day of closure - served 846 meals day 1, week 1
- Safely implemented meal service plan strictly adhering to CDC guidelines for social distancing with essential MWA personnel and families receiving meals
- Out of an abundance of caution to manage exposure risk to MWA essential personnel we serve breakfast & lunch meals (including snacks) rationed for one week in a 2-day/4-hour window
- At the close of Week 8 of school closure, MWA has served more than 14,000 meals to MWA families and local community
- Average number of students served is **232 students per week**
- Served more than 500 Non-MWA students

Challenges

- Initially, the Seamless Summer (SSO) waiver **required** students to be present for reimbursable meal distribution
- Low external community participation
- Ensuring safety, maintaining proper social distancing protocol for staff and families in light of the rising number of confirmed COVID-19 cases in Richmond and San Pablo above the rest of the cities within the county

So What?

In the initial 3 weeks or so of meal services, the USDA's criteria for Local Education Agencies (LEA) required that LEA's to serve reimbursable meals only to students who were physically present at the time meals were received. Although MWA established within the meal service planning process not to refuse meals to any family, staff did encourage caregivers to have their student(s) present at the time of service. We learned quickly that the USDA requirements for student presence at the time of service provided an unsustainable model of meal distribution that negatively impacted MWA and families. The data capturing this time period reflects a highly successful meal service operation with the reimbursement restriction in place being that we served 4,803 meals. However, there were 2 unique and significant variables that directly impacted community participation during that time period -- the start of distance learning and unknown mode(s) of transmission of the novel COVID-19 virus.

First, the start of distance learning and the distribution of paper learning packets directly impacted the number of students and families on campus in the first full week of meal service. We've learned that there is typically higher community participation in MWA's meal service on the dates when paper learning packets are distributed. The demand for paper learning packets was also higher due to many pandemic provisions (ex. Free wifi with Comcast) not yet in place to support students with distance learning. Nearly every family who came to campus to receive paper learning packets also received meals.

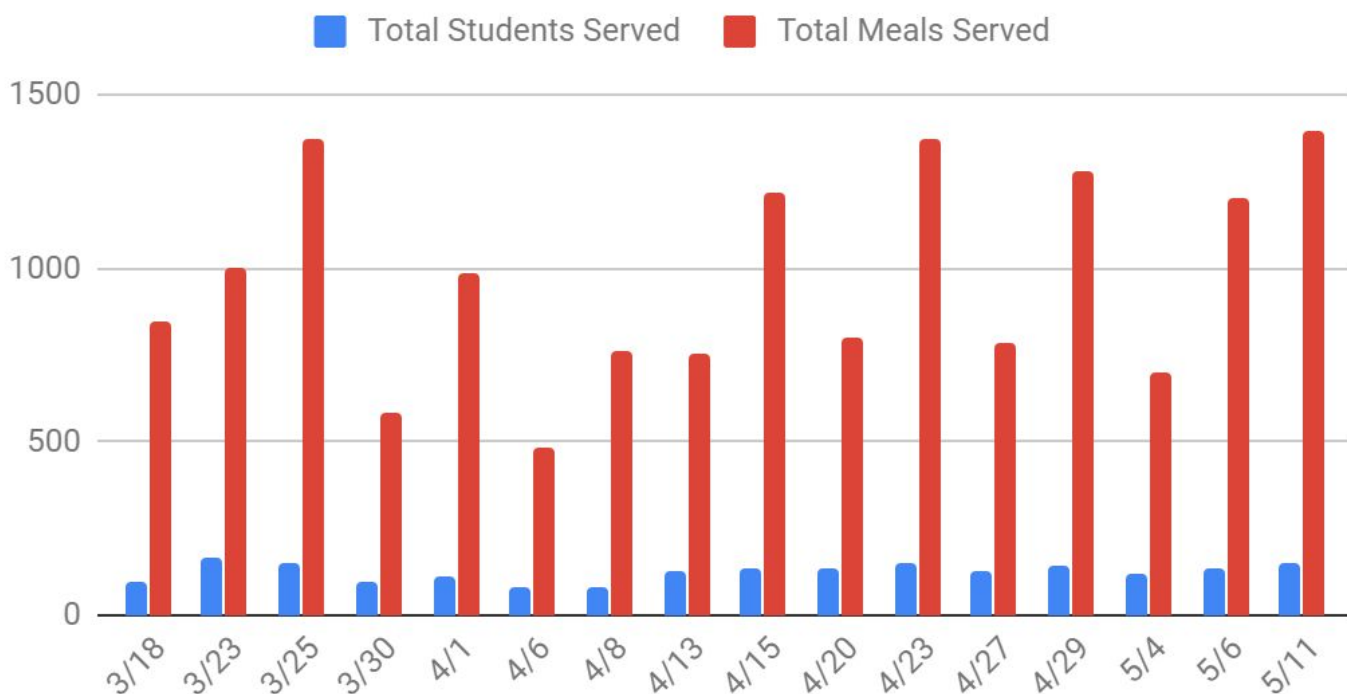
Secondly, the Shelter-In-Place order went into effect a day prior to the initial meal service date due to the many

Board Report - May 2020

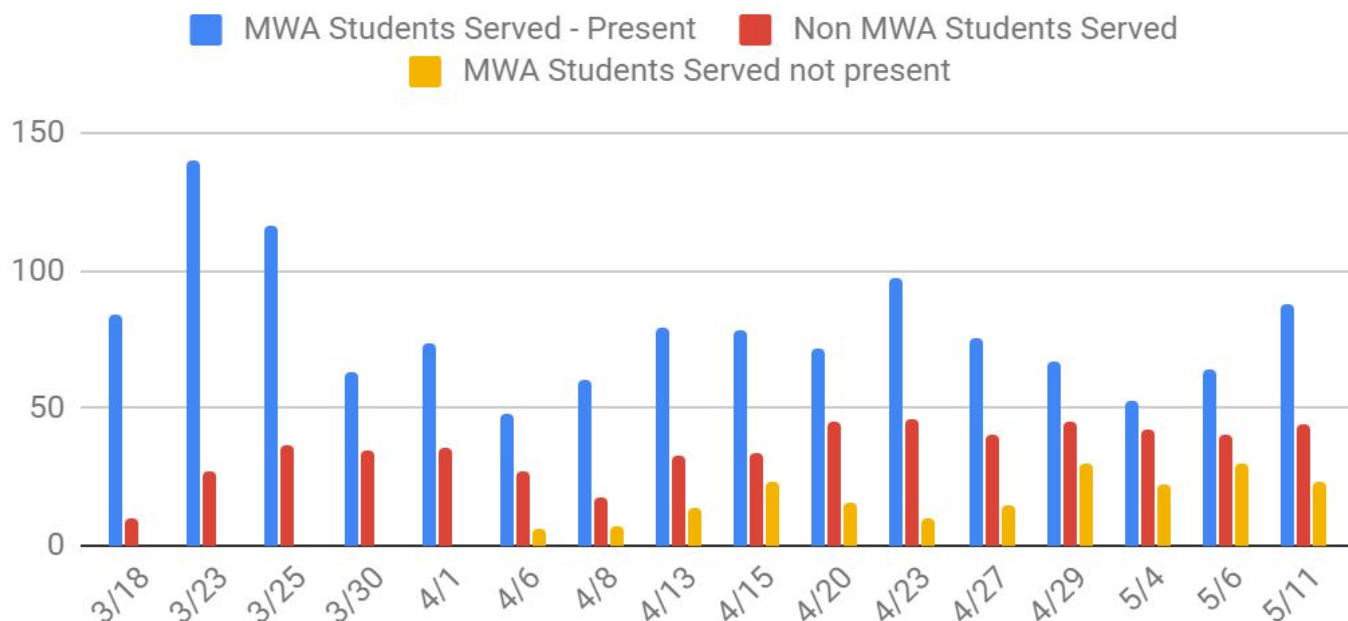
unknowns of the novel COVID-19 virus, including mode(s) of transmission. Many families reported reluctance to bring their student(s) out of the home but did so out of need as they were impacted by food shortages in grocery stores and alternative sources were not fully operational. Some families reported that they would not participate in MWA’s food service beyond learning of the USDA’s criteria reporting not feeling welcomed to receive meals. So, although the numbers were high we realize that some families were missed and the impact rippled through subsequent days of service.

MWA is committed to not being a school in the community exclusively serving only our internal key stakeholders. We strive to be a school of the community providing services to our surrounding community as well. In alignment with our commitment to our internal and external communities, we look to narrow the gap between MWA students and non-MWA students who benefit from our meal service to as slim a margin as possible. The graph below depicts the numbers for total meals served, MWA student(s) present at meal distribution, MWA student(s) not present at meal distribution and non-MWA students who received meal service. According to our data, we have realized a disproportionate gap between our internal and external communities’ participation in our meal service.

The safety of our staff and families is of the highest priority of concern for the Operations Team along with easing staff’s fear and anxiety during meal service operations. Within the initial 3 weeks or so of meal service we learned that the number of confirmed COVID-19 cases in Richmond and San Pablo were growing and surpassing numbers in other cities within Contra Costa County. There were many conflicting reports regarding mode(s) of transmission of the virus. There were multiple real-time changes to CDC recommendations for effective personal protective equipment (PPE) that minimized the risk of contracting and spreading of the virus as well. We also had to be accountable for our staff who were considered part of the high risk population not responding well to the limited COVID-19 medical treatment.



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Now What?

The USDA repealed its initial requirement of student presence at the time of meal service and shifted reimbursement primarily to the number of meals served. This decision allowed meal service to be more accommodating and welcoming to some of our most vulnerable families both internally and externally. Since this decision we've realized a significant narrowing of the margin between MWA students and non-MWA students served weekly to only 2%. We anticipate the margin to maintain or disappear as we continue to implement our pandemic response plan.

We currently use an algorithm to inform our meal order numbers. The algorithm calculates what percentage of MWA's student body participates in weekly meal service. We then incorporate a 20-35% increase above the calculated student body participation percentage to accommodate staff families and our external community members. On dates when meal service and paper learning packet distribution occur together there is an additional increase of 10-15% in response to the spike in participation according to the data trends.

MWA leadership has incorporated a daily update and planning Zoom meeting to stay abreast of pandemic recommendations and guidelines from the CDC, CDE and CCH to make necessary real-time safety adjustments to the meal service plan. We are able to effectively protect our staff and families by providing the most up-to-date requirements for social distancing and PPE. MWA has also strongly encouraged regularly scheduled 1:1 check-ins with staff and immediate supervisors as a means of quickly identifying concerns and ease anxiety through transparent communication. The expectation of weekly 1:1 staff check-ins provide a platform for staff to regularly voice challenges and successes and we are able to get insight on how to better support essential staff members.

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Family Communication (School-wide)

Raynell Crews-Gamez

What?

- Families have received 16 academy-wide messages, since 3/18
- More messages were sent early on, 3 times per week for the first three weeks, as the situation was rapidly developing
- Messages are now sent weekly or bi-weekly, depending on the availability of information, typically on Sundays at 6 PM
- Families receive messages via text message, email, and recorded automated telephone messages in English and Spanish
- Messaging has included key updates including how to access technology support, meal distribution, distance learning packet distribution, and resources for mental health and social services
- Teacher leaders are emailed recaps of messages and links to documents that go out to families

Example:

The message below was sent to families as an automated message, email, text and was linked on the MWA website. The highlighted areas correspond to documents sent to families and are pictured or listed below.

1. IT Help Flier (sample below)
2. State Testing Update
3. PowerSchool How to Guide (sample below)
4. Family Survey (sample below)

Dear MWA Families,

At MWA we believe that love and support are priceless. Our students have completed six weeks of distance learning with the help of your love and support. Today you will receive an email or text message from SchoolMint with information on how to access your child's **progress report** online through PowerSchool. Paper copies of your child's progress report along with other important documents should arrive in your mailbox this week by Wednesday. Please review your Wave-Makers progress report and reach out to teachers if you have any questions or if any supports are needed.

In the message, you will also learn how to get help with **technology**, receive an update on **state assessments** and will get a link to a very important family **survey** ([ENGLISH](#) / [SPANISH](#)). The online survey will help us understand how sheltering in place due to the Coronavirus (COVID-19) has affected you and your family. We will use this information to make plans for how to continue supporting our students and families.

Thank you, and as always, stay safe.

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NEED TECHNOLOGY HELP?
WE'RE HERE FOR YOU.
SEND AN EMAIL TO ITHelpDesk@MWAcademy.org
THE TECHNOLOGY TEAM WILL RESPOND TO YOUR EMAIL AND HELP YOU GET BACK TO YOUR SCHOOLWORK!
MOST ISSUES CAN BE FIXED WITHOUT YOU EVER LEAVING HOME! IF YOUR DEVICE NEEDS TO BE REPAIRED, THE IT TEAM WILL MAKE AN APPOINTMENT WITH YOU.
PLEASE DO NOT COME TO CAMPUS UNLESS YOU HAVE AN APPOINTMENT. WE CANNOT HELP ANYONE WHO DOES NOT HAVE AN APPOINTMENT.

HOW TO ACCESS GRADES AND CREATE AUTOMATIC PROGRESS REPORTS USING POWERSCHOOL

1. Log into PowerSchool Parent Portal
2. Click on Quarter 3 grade for the class that you would like to review
3. To create a progress report, click email notifications on the left
4. Choose the frequency that you would like to receive automatic progress reports to your email

Parent/Guardian Family Needs & Support Survey
Tell us what you need! We want to be here for you!
This survey will be used for MWA to assess what our families need in order to best support student learning as we shelter in place. Our goal is to identify trends so that we can create plans to address our students' needs. Answers are ANONYMOUS. Responses will be grouped together to help us identify trends. We will not share the answers with anyone outside of MWA. Please answer as honestly as possible so that we can make informed decisions.

Next Page 1 of 6

So What?

Based on feedback from parent representatives and survey data, families appreciate the cadence of messages from MWA. Of English speaking families, 77% prefer to receive text message updates, 78% prefer email and 52% prefer Automated Telephone Messages. Of Spanish speaking families, 80% prefer text messages, 78% prefer email and 66% prefer Automated Telephone Messages. 13% of Spanish speaking respondents and 8.7% of English speaking respondents report using the MWA website as a source of information.

Now What?

As a result of survey data, and positive feedback, we will continue to use our current methods of communication, including emails, text messages and Automated Telephone Messages. We will work to improve the parent use of the website, as this is currently an underutilized source of information. We will compile the results of our Family Survey and discuss them at the leadership level, taking parent feedback into consideration as we continue to craft our response to the COVID-19 shelter in place situation.

Coversheet

Q & A on CEO Written Report

Section: II. Standing Reports
Item: F. Q & A on CEO Written Report
Purpose: Discuss
Submitted by: Alton B. Nelson Jr.
Related Material: MWA CEO Report_FINAL_MWA Board_MAY 2020_ABN.pdf
MWA Data Report for the MWA Board_MAY 2020_ABN.pdf

BACKGROUND:

CEO Report with critical updates and an MWA Data Report highlighting 17th Wave (seniors) college commitments and highlights from our virtual College Signing Day.

RECOMMENDATION:

NA



MWA CEO Report for the MWA Board – May 2020

MWA CEO Report

Alton B. Nelson, Jr., MWA Chief Executive Officer

The Coronavirus Response by MWA has been proactive, responsive, and informed. The week of May 18th marks the 10th week of school closures. The following elements were addressed early and maintained:

- **Communication** to all stakeholders – students, parents, staff, and governance
- A **continuous learning plan**, utilizing distance learning strategies, was developed and implemented
- A **meal distribution system** was set up and implemented for MWA students and others in need
- **Psychological support providers** and deans adopted online tools to be responsive to the needs of students for virtual sessions and check-ins with families
- **Wi-Fi Hot-spots were ordered** to extend internet and online access to some students with little to no access
- **Operational systems were adapted** to monitor the campus and maintain a safe work environment for essential staff still working on campus on a limited but consistent basis (e.g. meal distribution)
- **Enrollment for 2020-21** continued with systems being adapted to accept some information online and others with safety protocols to follow in submitting paper forms on site
- **Summer programming plans** for high school credit recovery, middle school academic intervention were discussed and agreed upon

A **Family/Parent Survey** was administered to better understand the impact of COVID-19 and school closure on families. We will use this data to inform any adjustments to services, communication messaging, and programming.

- The family survey closed on 5/11/20 with 192 total responses (23% of MWA households)
 - Our goal for a response rate was 30% of MWA households
 - Angel can share out larger trends from the survey in a couple of weeks as part of the Board update emails.
- On a scale of 1-10, the majority of respondents are at about a “7.5” & a handful of them are at a “1”
- About half of respondents are saying the student work is too much & about half are saying it’s not enough
- Most respondents feel safe at home
- The majority of respondents have access to the internet
- Some respondents have stated the need for basic hygiene and cleaning supplies mental health support
- Good comments on meal service provided by MWA due to being jobless
- Most appreciate the level of communication through text and email
- A handful of families are expressing a lack of space for students to do work

Initial feedback from families tells me that some are experiencing hardships such as job loss, internet access challenges, and not enough space at home for their child to do work. And, they feel largely supported by MWA.

A **Staff Survey** was administered at the beginning of May. We received 97 responses (69%). Liz will share larger trends with the Board soon. The aim of the survey was is to better understand staff needs and well-being.

The **proposed charter revision** petition to request to be able to add 4th grade was pulled on May 5th. After consulting with Alicia, our CFO, Chief of Staff, and our Senior School Director, I made the decision to halt this process for now until more favorable conditions are in place that would support approval. Going through this process with a small chance of approval could hurt our chances later. This also allows us to utilize our current space to be maximized for social distancing. We would plan to bring this request back to our authorizer when the conditions are more favorable. Certainly, the economic impact on the local school district, WCCUSD, would have made it very difficult for the County Board to approve our material revision petition request, particularly given their current budget deficit.



MWA CEO Report for the MWA Board – May 2020

FY 2021 Budget Highlights

By March, we had worked on and arrived at a budget that we thought was about 90%-95% complete. COVID-19, projected losses to state revenue and losses in SRE funds meant that needed to identify some additional cost savings. Our CFO, worked with his team, myself, and budget managers to identify a little over \$2M in cost savings for the FY 2021 budget, along with about \$1M in savings to close the FY 2020 school year. We made cuts through a combination of hiring freezes, job eliminations, combining positions, and cutting some non-personnel expenses. In addition, we are seeking relief through the following tools:

- **Payroll Protection Program (PPP) Loan** – We were approved for about \$2.4M loan with the chance that all or a portion of it could be forgiven. It provides needed cash flow relief as public funding is already being projected to be reduced as much as 10%-15% as well as starting payment deferrals as soon as June.
- **Teleconnect Fund** – This fund will help to pay for internet access for families without it. This funding would, for example, help to pay for up to 50% of the Wi-Fi Hotspots we ordered for families without access (about 15%). We are awaiting the application to be processed. It could represent about \$15K-\$20K in support.
- **Hot-Spot Service Funding Support** – Through one of the COVID-related programs available, our Managing Director of IT was able to secure 3 months of free service.

Talent

Recruiting is continuing, virtually, in full swing. The Talent Team has been filling open roles for staff and faculty. In addition to making offers to three new TFA Corps Members and three Teacher Residents (2 of the 3 are CAP Alumni), we are excited that we have some strong internal candidates to fill important new leadership roles. Please see their detailed report that is part of the Board Packet.

Q4 Goals for 2019-20 (APR-JUN)

1. Assess summer and fall programming and operational readiness by June 30, 2020.
2. Prepare for the launch of the updated MW Strategic Plan by early July 2020.

General Observations

- MWA leadership is largely rising to the occasion under unprecedented times.
- The communication and collaboration that is required is helpful in strengthening teamwork and capacity.
- Students and staff experience a mix of feelings (loss, depression, and anxiety) of not having “normal” school.
- Community building online is helpful but also not quite as adequate.
- Challenges of working from home for staff include childcare, supporting their children with school work, adequate space at home for everyone to work, and a sense of loss of not being around colleagues.
- Most have appreciated the level of communication and transparency.
- Sense of helplessness at not knowing how to better support students who are less motivated to engage online work and whose parents are not quite sure what to do either.
- Some general anxiety of not knowing what is coming next. Despite ongoing communication, we are not able to reassure staff and families as well without more definitive information and timeline.
- We were well-positioned to continue learning and grading assignments soon after schools closed, putting us safely in the top 10%-20% of schools. Given our responsiveness in serving families academically, social-emotionally, technologically, and providing meals, I would put us in the top 1%-5% of schools.
- The inequity in school funding and resource allocation among communities in California means that students will be impacted for years to come on an even wider continuum of educational inequity than currently exists.
- The state has tried to be both supportive and flexible given the disparities in resources.



MWA Data Report for the MWA Board – May 2020

The following pages include school data in various forms that roughly cover the periods of mid-March through early May of 2020.

I. College Admissions Data Report

May 1st is the day students commit to the college they plan to attend in the fall. The **commitment to enroll deadline** for colleges, in May, is one of the key metrics for MWA effectiveness and achievement. The data below represents the admissions data for the **17th Wave**, the 6th class of MWA seniors.

This data represents the best outcomes of any class at MWA thus far. The 17th Wave will be one of the largest classes to graduate from MWA thus far (88). For the next 4 years, starting in 2020-21, senior classes are projected to be between 90-100 students. By the 2024-25 school year the senior classes will be between 140-150 students are so. This projection is based on the larger intake of middle school cohorts (168 students per grade) moving through MWA.

Senior Class Aggregate Data Overview (88 students)

Group	#	%	Note
Senior Class	88	TBD	Will know more in late May how many are on track to graduate in June or by the end of August.
Four-Year College Bound	68	77%	
Community College Bound	16-18	18%-20%	
Alternative Post-Secondary Pathways	1-2	1%-2%	

College-Bound Data Overview (86 of 88 Students)

Our new strategic plan asks us to anchor our “denominator” in students who are choosing to continue their post-secondary education pathway by attending either a four-year college or a community college. This emphasis is aligned with our new Estimated College Completion (ECC) “North Star” metric. Utilizing this metric also will help us assess our ability to help students avoid “under-matching”. Under-matching occurs when students apply to schools with lower ECCs than the more rigorous, higher ECC schools their high school academic profile suggests they can perform well at.

There are two students considering pursuing a vocational education/apprenticeship pathway. Students pursuing these pathways are not applicable to the ECC metric. Currently, we are projecting that about 95% or so of the senior class have plans to attend a four-year college or community college, but we will not really know about many of the two-year bound students until June. Every class is different. The 17th Wave is a particularly accomplished class. This will vary from year to year. I think the Southern California college tour for our “college competitive” students was likely instrumental in helping encourage and support the college admissions and commitments to enroll decisions.

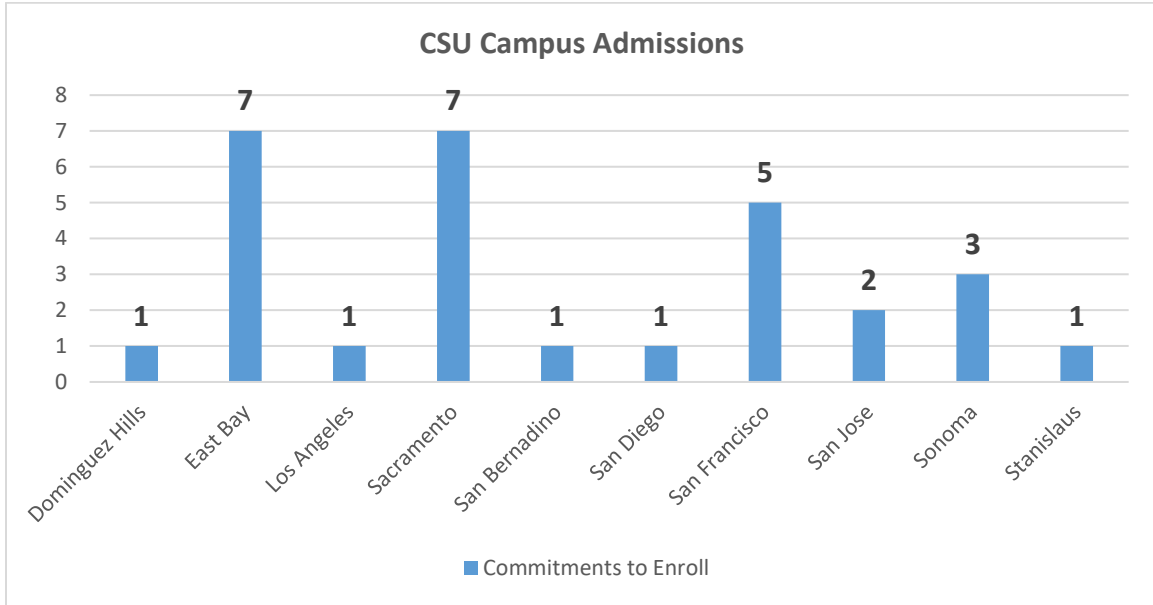
To this end, the data below shows a comparison of the percentage of students where the denominator accounts for only 4-year bound students and one where the denominator is ALL college-bound MWA students.

School Type	#	% of 4-Year Only Bound (68 Students)	% of ALL College Bound (86 Students – Projected until 2-year commitments are known)
University of California (UC)	33	49%	38%
California State University (CSU)	29	43%	34%
Privates Colleges (in and out-of-state)	5	7%	6%
Public, Out-of-State Colleges	1	1%	1%

Private Schools & Out-of-State Public Schools

1. Barnard College
2. Boston Univ. (*Posse Foundation Scholar*)
3. Kettering University
4. St. Mary’s College
5. University of Nevada, Reno
6. Wentworth Institute of Technology

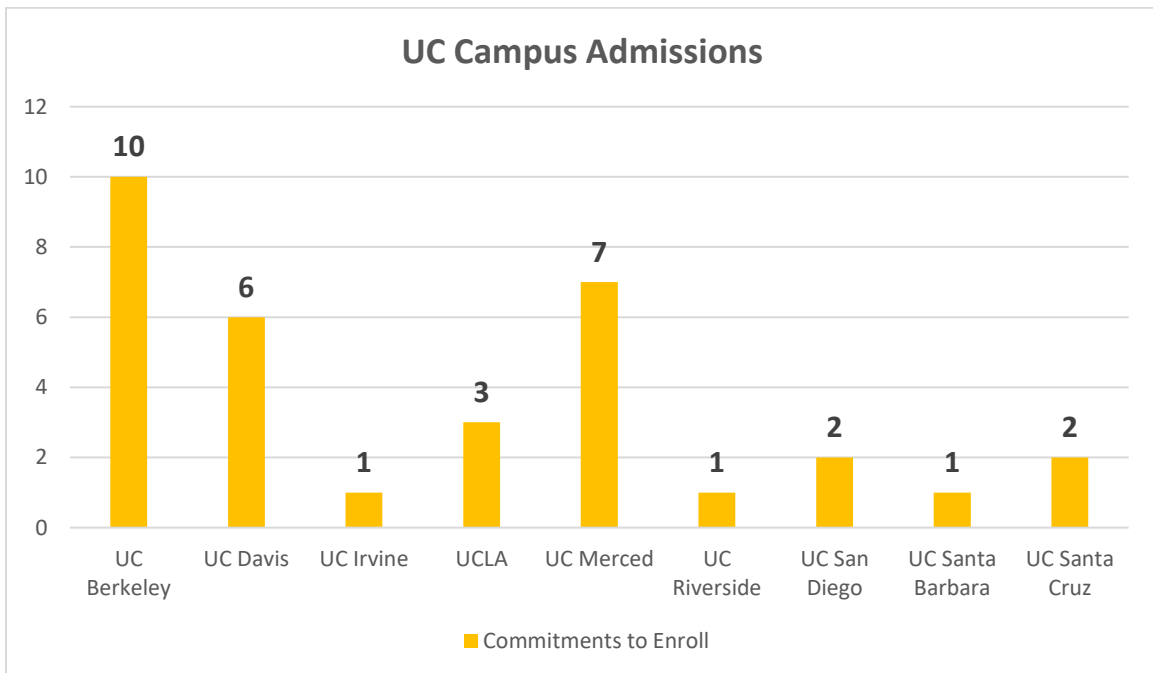
Cal State University (CSU) Admissions



University of California (UC) Admissions

MWA firsts:

- **2 recipients** of the prestigious Regents Scholarship
- **10 UC Berkeley** commitments in a senior class
- **3 UCLA** commitments in a senior class



II. College Signing Day Highlights

Images below captured on our dedicated web page celebrating the 17th Waves' college choices...



Armando Delgado | University of Nevada, Reno



Carla Villasenor | University of California, Merced



Amari-Lynn Brown | University of California, Santa Barbara



Alejandra Benavides-Fuentes | University of California, Los Angeles



Felipe Villalobos | Kettering University (Flint, MI)



Jezebelle Maldonado | California State University, Stanislaus



Bryana Gastelum | Barnard College of Columbia University (New York, NY)



S.D. Matthews | Sacramento State University



Cinthia Sanchez | University of California, Berkeley



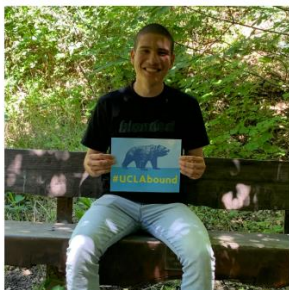
Elia Mandujando | San Francisco State University



Ruby Gonzalez | Sacramento State University



Natalie Rivas | University of California, Berkeley



Christopher Hernandez | University of California, Los Angeles



Prabsimran Kaur-Chhine | University of California, Berkeley



Tania Norzagaray | University of California, Berkeley, Regents' Scholar



Stephanie Abarca-Lopez | Wentworth Institute of Technology (Boston, MA)



Natalie Alberto | Saint Mary's College of California



Mario Jimenez-Valencia | University of California, Merced



Billy Zapparoli | University of California, Merced



Cauhtemoc Wallace | Boston University



Isabel Perez | University of California, Riverside



Yasir Alkaheli | University of California, Berkeley



Maximiliano Navarro | University of California, Los Angeles



Margaro Silvestre | San Francisco State University



Noemi Franco | University of California, Berkeley



Edwin Garcia | University of California, Santa Cruz



Jesus Villalobos | University of California, Berkeley



Melanie Dubon | University of California, San Diego

Coversheet

Q&A on Finance Written Report

Section: II. Standing Reports
Item: G. Q&A on Finance Written Report
Purpose: Discuss
Submitted by: Hung Mai
Related Material: MWA Finance Written Report-04.15.20.pdf
May Revision Update_MWA Board Mtg_MAY 2020.pdf



Making Waves Academy March 2020 Financial Report

Dear Board of Directors,

On March 31, 2020, Making Waves Academy closed its books with \$2.46M in cash. Operations for MWA and MWAS have been under budget for YTD. MWA spent about \$1.5M, and MWAS spent about \$291K in March 2020.

Year-to-Date

- MWA finished \$1M, or 6% under budget, and MWAS finished \$262K, or 7% under budget.
- Government Revenue only - We received 7.13M compared to 7.01M last year, representing an increase of 1.7%.
- The pandemic caused by the virus COVID-19 set all schools to close until the end of the school year. The school closure will likely reduce our spending on both personnel and non-personnel expenses for the rest of the year.
- Budget numbers on March financials are from the approved 2nd Interim budget.

MWA

1. Salaries and benefits are under budget due to 11.5 unfilled Full-time Equivalent (FTE) positions and school closure.
2. Vacant positions in MWA will not be filled in FY20 due to school closure.

MWAS

1. Reductions to the Salaries and Benefits from downsizing are reflected in the 2nd interim budget.
2. Salaries and benefits are under budget due to 4 unfilled Full-Time Equivalent (FTE).
3. Vacant positions in MWAS, like in MWA, will not be filled in FY20 due to school closure.

MWA’s student enrollment increased roughly by 78 students from the last fiscal year, but we will not see the additional funding from the State until April 2020. We left the West Contra Costa School District’s SELPA to join the El Dorado Charter SELPA. Therefore, our Special Education Funding will also not arrive until April of 2020 due to MWA being a new member. As a result, extra cash is needed from the SRE’s grant to cover our monthly spending from July to March. We will accrue all the revenues by June 30, 2020.

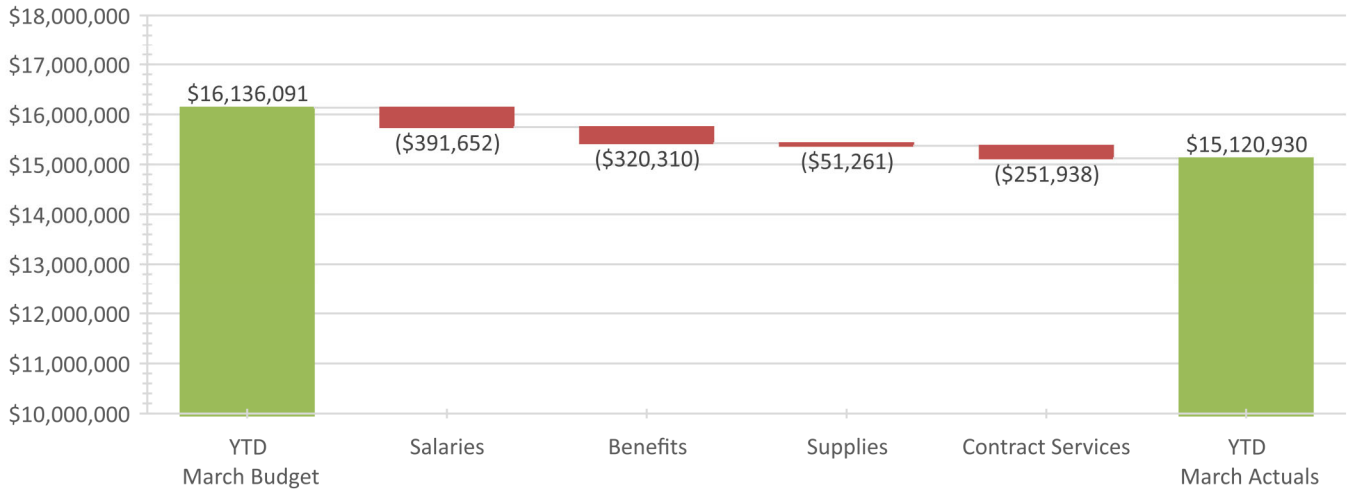
State and Local Payment Schedule:

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%



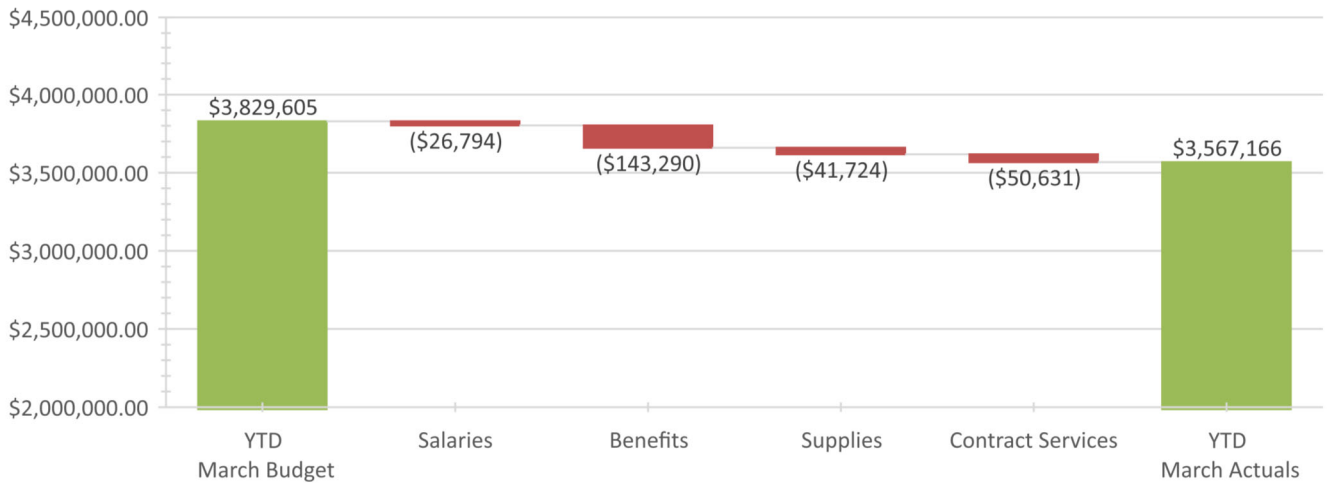
*YTD Expenses (July - March 2020)
Budget to Actual Breakdown - MWA*

■ Increase ■ Decrease ■ Total



*YTD Expenses (July - March 2020)
Budget to Actual Breakdown - MWAS (Central Office)*

■ Increase ■ Decrease ■ Total



MWA YTD Actuals vs. Budget
March 2020

	A	B	C	D	E	F	G
1	MWA FY2020 Spending Budget Tracking Report	Monthly Executive Summary					
2	Actuals vs. Cycled Budget	1. Budget numbers are from 2nd Interim					
3		2. Spending -6% under budget					
4		3. MWA spent less overall due to COVID-19 pandemic school closure in March					
5							
6	MWA Spending Budget	2nd Interim Budget FY2020	7.1.19 - 03.31.20- Actuals	7.1.19 - 03.31.20- Budget	Variance	% Variance	Notes
7	1100 - Teacher Salaries	4,080,170	2,768,316	2,876,579	(108,263)	-4%	Teacher vacancies and salaries variances due to family leave
8	1103 - Substitute Teacher Salaries	76,983	26,515	49,079	(22,564)	-46%	Full Time Substitute vacancy
9	1200 - Certificated Pupil Support	489,666	342,619	348,416	(5,797)	-2%	
10	1300 - Certificated Supervisor & Administrator Salaries	1,327,858	904,059	941,649	(37,590)	-4%	Associate Dean vacancy
11	1409 - Special Temporary COLA	1,345,500	919,000	953,063	(34,063)	-4%	Savings due to vacancies
12	1900 - Certificated Other Salaries	447,407	273,890	318,347	(44,457)	-14%	Applied Technology and Career Service Coordinator vacancy
13	2100 - Classified Instructional Aide Salaries	535,761	326,077	381,215	(55,138)	-14%	SPED Aide and SPED One-on-One Behavioral Aide vacancy
14	2200 - Classified Support Staff Salaries	689,319	524,721	490,477	34,244	7%	Non-Exempt Staff Overtime
15	2300 - Classified Supervisor & Administrator Salaries	358,365	177,689	254,990	(77,301)	-30%	Director of Parent Engagement vacancy
16	2400 - Classified Clerical and Office Salaries	659,964	427,482	469,590	(42,108)	-9%	Savings from: • Substitute Coordinator on medical leave • Part Time Site Monitors and Bus Monitors not working
17	2900 - Classified Other Salaries	248,836	178,441	177,056	1,385	1%	
18	Total Salaries	10,259,829	6,868,809	7,260,461	(391,652)	-5%	
19	3101 - State Teachers Retirement System (STRS)	1,031,817	607,506	730,697	(123,191)	-17%	Savings due to vacancies
20	3301 - Social Security and Medicare	380,811	250,555	270,717	(20,162)	-7%	
21	3401 - Health & Welfare Benefits	1,337,773	937,457	1,003,330	(65,873)	-7%	
22	3501 - Unemployment Insurance	51,299	35,689	38,374	(2,685)	-7%	
23	3601 - Workers Comp Insurance	133,377	87,794	99,774	(11,980)	-12%	
24	3701 - 403(B) Retirement Match	134,186	39,541	95,479	(55,938)	-59%	Variance will balance as staff members use their PTO during breaks
25	3999 - Accrued Paid Time Off	123,066	45,902	86,383	(40,481)	-47%	
26	Total Benefits	3,192,329	2,004,444	2,324,754	(320,310)	-14%	
27	Total Salaries & Benefits	13,452,158	8,873,253	9,585,215	(711,962)	-7%	
28							

MWA YTD Actuals vs. Budget
March 2020

	A	B	C	D	E	F	G
6	MWA Spending Budget	2nd Interim Budget FY2020	7.1.19 - 03.31.20- Actuals	7.1.19 - 03.31.20- Budget	Variance	% Variance	Notes
29	4100 - Approved Textbooks and Core Curricula Mater	190,156	153,306	162,163	(8,857)	-5%	Textbooks are bought beginning of the year, do not anticipate major textbook purchases
30	4200 - Books and Other Reference (Faculty and Staff)	3,000	-	934	(934)	-100%	
31	4315 - Custodial Supplies	30,000	26,224	22,754	3,470	15%	
32	4325 - Instructional Materials & Supplies	280,125	185,324	206,477	(21,153)	-10%	Less spending due to school closure
33	4390 - Other Food	9,750	-	7,578	(7,578)	-100%	
34	4410 - Furniture, Equipment & Supplies (non-capitaliz	8,935	-	4,538	(4,538)	-100%	
35	4420 - Computers and IT Supplies (non-capitalized)	503,496	486,169	492,435	(6,266)	-1%	
36	4710 - Student Food Services	432,000	310,776	316,577	(5,801)	-2%	Food coordinators had a better forecast of number of meals to order which translates to less waste
37	4910 - Emergency Supplies	2,453	2,161	1,766	395	22%	
38	Total Supplies	1,459,915	1,163,960	1,215,222	(51,262)	-4%	
39	5210 - Conference and Professional Development	111,052	75,144	93,830	(18,686)	-20%	
40	5215 - Travel - Mileage, Parking, Tolls	4,000	2,483	3,082	(599)	-19%	
41	5220 - Travel - Airfare & Lodging	49,200	28,200	32,968	(4,768)	-14%	Less PD taken due to pandemic
42	5225 - Travel - Meals	17,066	3,830	6,825	(2,995)	-44%	
43	5305 - Professional Dues & Memberships	14,290	7,672	11,776	(4,104)	-35%	
44	5421 - General Liability Insurance	110,000	83,125	83,079	46	0%	
45	5510 - Utilities - Gas and Electric	322,000	227,952	266,420	(38,468)	-14%	Less spending due to school closure
46	5515 - Janitorial and Gardening Services	593,573	384,701	417,881	(33,180)	-8%	Less spending due to school closure
47	5525 - Utilities - Waste	38,800	28,846	26,485	2,361	9%	
48	5530 - Utilities - Water	42,450	35,466	33,747	1,719	5%	
49	5605 - Equipment Leases and Rentals	128,980	106,494	82,153	24,341	30%	Copiers Overage charges & amended contracts to provide copiers for new buildings
50	5610 - Occupancy Rent	1,491,813	1,118,862	1,118,759	103	0%	
51	5612 - Facilities Use Fees	35,000	9,600	20,125	(10,525)	-52%	Utilizing MWA's Gym more for practice and games, use less of outside facilities
52	5615 - Repairs and Maintenance - Building	100,000	31,316	37,311	(5,995)	-16%	Less spending due to school closure
53	5617 - Repairs and Maintenance - Non-computer Equ	3,000	-	2,160	(2,160)	-100%	
54	5618 - Repairs & Maintenance - Auto	1,500	527	724	(197)	-27%	
55	5806 - County Oversight Fees	107,000	-	-	-	-100%	
56	5810 - Contracted Services	326,200	85,928	150,598	(64,670)	-43%	Less contract services due to school closure
57	5810.001 - Food Service Administration	1,000	-	1,000	(1,000)	-100%	
58	5810.003 - Student Transportation	565,970	397,393	421,261	(23,868)	-6%	Less bus services for sports due to MWA having own gym and also due to school closure
59	5810.004 - Intervention & Consultation	194,599	157,574	145,697	11,877	8%	Upper School Contract with RTF charged at higher rate than budget
60	5810.005 - Psychological Services	683,592	469,250	472,777	(3,527)	-1%	
61	5810.006 - Substitute Teachers	152,000	130,904	129,961	943	1%	

**MWA YTD Actuals vs. Budget
March 2020**

	A	B	C	D	E	F	G
6	MWA Spending Budget	2nd Interim Budget FY2020	7.1.19 - 03.31.20- Actuals	7.1.19 - 03.31.20- Budget	Variance	% Variance	Notes
62	5810.007 - Interscholastic - Coaches	78,000	27,865	28,870	(1,005)	-3%	
63	5810.008 - Information Technology	677,516	353,721	376,826	(23,105)	-6%	Less spending due to school closure
64	5811 - Applications and Exams Fees	26,000	(520)	6,724	(7,244)	-108%	
65	5820 - Recruiting - Students	1,000	-	539	(539)	-100%	
66	5821 - Printing and Reproduction	29,000	19,630	19,920	(290)	-1%	
67	5840 - Study Trip - Entrance, Admission, & Ticket Fee	85,000	56,954	58,292	(1,338)	-2%	
68	5850 - Staff Recruitment	2,000	-	919	(919)	-100%	
69	5897 - Special Education	427,679	365,708	365,307	401	0%	
70	5898 - Use Tax	1,000	-	1,000	(1,000)	-100%	
71	5905 - Company Cell Phones	34,000	13,819	25,499	(11,680)	-46%	Savings from vacancies
72	5910 - Internet	48,000	21,650	36,001	(14,351)	-40%	Less spending due to school closure
73	5915 - Postage and Delivery	24,300	15,282	14,592	690	5%	
74	5920 - Landlines and Office Based Phones	39,600	5,491	22,261	(16,770)	-75%	New government contract, cost is lower
75	6900 - Depreciation and Amortization	25,000	17,319	18,750	(1,431)	-8%	
76	INCO.EXP - 5895 MWAS (Central Office) Fees	1,068,714	801,531	801,535	(4)	0%	
77	Total Contract Services	7,659,894	5,083,717	5,335,654	(251,937)	-5%	
78							

MWA YTD Actuals vs. Budget
March 2020

	A	B	C	D	E	F	G
6	MWA Spending Budget	2nd Interim Budget FY2020	7.1.19 - 03.31.20- Actuals	7.1.19 - 03.31.20- Budget	Variance	% Variance	Notes
79	Total Salaries & Benefits	13,452,158	8,873,253	9,585,215	(711,962)	-7%	
80	Total Supplies	1,459,915	1,163,960	1,215,222	(51,262)	-4%	
81	Total Contract Services	7,659,894	5,083,717	5,335,654	(251,937)	-5%	
82	Total Expenses	22,571,967	15,120,930	16,136,091	(1,015,161)	-6%	

MWAS (Central Office) YTD Actuals vs. Budget
March 2020

	A	B	C	D	E	F	G
1	MWAS (Central Office) FY2020 Spending Budget Tracking	Monthly Executive Summary					
2	Actuals vs. Cycled Budget	1. Budget numbers are from 2nd Interim					
3		2. Spending -7% under budget					
4		3. MWAS (Central Office) spent less overall due to COVID-19 pandemic school closure in March					
5							
6	MWAS (Central Office) Spending Budget	2nd Interim Budget FY2020	7.1.19 - 03.31.20- Actuals	7.1.19 - 03.31.20- Budget	Variance	% Variance	Notes
7	1409 - Special Temporary COLA	260,000	191,500	195,688	(4,188)	-2%	
8	2100 - Classified Instructional Aide Salaries	90,102	61,343	64,111	(2,768)	-4%	
9	2300 - Classified Supervisor & Administrator Salaries	2,598,224	1,875,711	1,896,736	(21,025)	-1%	Vacancies for the following: • MD of Learning & Teacher Development • MD of HR • Talent Coordinator • HR Assistant
10	2400 - Classified Clerical and Office Salaries	182,372	144,405	143,218	1,187	1%	
11	Total Salaries	3,130,698	2,272,959	2,299,753	(26,794)	-1%	
12	3101 - State Teachers Retirement System (STRS)	104,854	63,717	74,565	(10,848)	-15%	Savings due to vacancies
13	3301 - Social Security and Medicare	196,083	125,372	139,521	(14,149)	-10%	
14	3401 - Health & Welfare Benefits	301,996	233,799	235,497	(1,698)	-1%	
15	3501 - Unemployment Insurance	15,654	16,825	11,740	5,085	43%	
16	3601 - Workers Comp Insurance	40,699	33,245	30,525	2,720	9%	
17	3701 - 403(B) Retirement Match	100,321	36,388	71,382	(34,994)	-49%	Not all employees taking advantage of company retirement match
18	3999 - Accrued Paid Time Off	100,245	(19,042)	70,364	(89,406)	-127%	Variance will balance as staff members use their PTO during breaks
19	Total Benefits	859,852	490,304	633,594	(143,290)	-23%	
20	Total Salaries & Benefits	3,990,550	2,763,263	2,933,347	(170,084)	-6%	
21							
22	4200 - Books and Other Reference (Faculty and Staff)	2,525	470	786	(316)	-40%	
23	4330 - Office Supplies	21,300	11,189	15,870	(4,681)	-29%	
24	4410 - Furniture, Equipment & Supplies (non-capitaliz	2,000	-	1,016	(1,016)	-100%	
25	4420 - Computers and IT Supplies (non-capitalized)	21,200	18,086	20,734	(2,648)	-13%	
26	4990 - Contingency	50,000	-	33,062	(33,062)	-100%	
27	Total Supplies	97,025	29,745	71,468	(41,723)	-58%	
28	5210 - Conference and Professional Development	101,139	70,143	85,455	(15,312)	-18%	Less PD taken due to pandemic
29	5215 - Travel - Mileage, Parking, Tolls	15,450	9,531	11,903	(2,372)	-20%	
30	5220 - Travel - Airfare & Lodging	30,500	18,057	20,438	(2,381)	-12%	
31	5225 - Travel - Meals	14,200	3,195	5,679	(2,484)	-44%	
32	5305 - Professional Dues & Memberships	29,150	23,544	24,021	(477)	-2%	
33	5605 - Equipment Leases and Rentals	8,000	4,416	5,095	(679)	-13%	
34	5610 - Occupancy Rent	12,000	11,727	12,000	(273)	-2%	

**MWAS (Central Office) YTD Actuals vs. Budget
March 2020**

	A	B	C	D	E	F	G
6	MWAS (Central Office) Spending Budget	2nd Interim Budget FY2020	7.1.19 - 03.31.20- Actuals	7.1.19 - 03.31.20- Budget	Variance	% Variance	Notes
35	5612 - Facilities Use Fees	1,000	-	575	(575)	-100%	
36	5803 - Accounting Fees	15,000	14,830	15,000	(170)	-1%	
37	5804 - Legal Fees	53,000	40,991	37,344	3,647	10%	
38	5810 - Contracted Services	380,000	259,843	260,491	(648)	0%	
39	5810.002 - Student Information & Assessment	65,372	38,072	45,372	(7,300)	-16%	Less spending due to school closure
40	5810.004 - Intervention & Consultation	51,250	38,438	38,437	1	0%	
41	5810.005 - Psychological Services	21,148	14,401	14,356	45	0%	
42	5810.008 - Information Technology	106,704	80,096	80,812	(716)	-1%	
43	5820 - Recruiting - Students	20,000	10,879	10,781	98	1%	
44	5821 - Printing and Reproduction	13,500	3,795	9,273	(5,478)	-59%	Less spending due to school closure
45	5850 - Staff Recruitment	167,804	78,614	77,083	1,531	2%	
46	5851 - Professional Development	81,500	17,219	26,686	(9,467)	-35%	Less staff take advantage of tuition reimbursement program
47	5853 - Payroll Processing Fees	30,000	24,092	21,609	2,483	11%	
48	5905 - Company Cell Phones	23,200	6,802	17,400	(10,598)	-61%	Savings from vacancies
49	5910 - Internet	3,900	4,272	2,925	1,347	46%	
50	5915 - Postage and Delivery	700	879	420	459	109%	
51	5992 - Bank fees (not interest charges)	2,000	323	1,635	(1,312)	-80%	
52	Total Contract Services	1,246,517	774,159	824,790	(50,631)	-6%	
53							

MWAS (Central Office) YTD Actuals vs. Budget
March 2020

	A	B	C	D	E	F	G
6	MWAS (Central Office) Spending Budget	2nd Interim Budget FY2020	7.1.19 - 03.31.20- Actuals	7.1.19 - 03.31.20- Budget	Variance	% Variance	Notes
54	Total Salaries & Benefits	3,990,550	2,763,263	2,933,347	(170,084)	-6%	
55	Total Supplies	97,025	29,745	71,468	(41,723)	-58%	
56	Total Contract Services	1,246,517	774,159	824,790	(50,631)	-6%	
57	Total Expenses	5,334,092	3,567,167	3,829,605	(262,438)	-7%	

	A	B	C	D
1		Making Waves Academy		
2		Statement of Financial Position		
3				
4				
5				
6		Year Ending	Month Ending	
7		06/30/2019	03/31/2020	
8		Actual	Actual	Period Diff
9	Assets			
10	Current Assets			
11	Cash and Cash Equivalents			
12	9120.100 - *2535 BB Operating	2,612,279	1,996,516	615,763
13	9120.101 - *5882 BB ZBA Payroll	(161,320)	288,562	(449,882)
14	9120.300 - *3822 MWA Chase - Operations Cash	51,867	75,255	(23,388)
15	9120.301 - *3798 MWA Chase - Fundraising and Club Monies	78,128	99,038	(20,910)
16	Total Cash and Cash Equivalents	2,580,954	2,459,371	121,583
17	Accounts Receivable, Net			
18	Accounts Receivable			
19	9210 - Accounts Receivable (not grants or pledges)	1,692,359	0	1,692,359
20	Total Accounts Receivable	1,692,359	0	1,692,359
21	Total Accounts Receivable, Net	1,692,359	0	1,692,359
22	Other Current Assets			
23	Prepaid Expenses			
24	9331 - Prepaid and Deposits - Current Portion (non-employee)	244,550	169,324	75,226
25	Total Prepaid Expenses	244,550	169,324	75,226
26	Total Other Current Assets	244,550	169,324	75,226
27	Total Current Assets	4,517,863	2,628,695	1,889,168
28	Long-term Assets			
29	Property & Equipment			
30	9440 - Equipment (over 25k)	83,860	83,860	0
31	9460 - Leasehold Improvements	435,812	435,812	0
32	9470 - Vehicles	48,299	22,400	25,899
33	9441 - AD - Equipment (over 25k)	(83,860)	(83,860)	0
34	9461 - AD - Leasehold Improvements	(93,516)	(107,166)	13,650
35	9471 - AD - Vehicles	(44,630)	(22,400)	(22,230)
36	Total Property & Equipment	345,966	328,646	17,320
37	Total Long-term Assets	345,966	328,646	17,320
38	Total Assets	4,863,829	2,957,341	1,906,488

	A	B	C	D
1		Making Waves Academy		
2		Statement of Financial Position		
3				
4				
5				
6		Year Ending	Month Ending	
7		06/30/2019	03/31/2020	
8		Actual	Actual	Period Diff
39	Liabilities and Net Assets			
40	Liabilities			
41	Short-term Liabilities			
42	Accounts Payable			
43	9500 - Accounts Payable	301,387	34,251	267,136
44	9500.999 - Employee Expense Payables	1,897	0	1,897
45	9520.497 - CC*6315 Chase	35,283	8,199	27,084
46	Total Accounts Payable	338,567	42,450	296,117
47	Accrued Liabilities			
48	9601 - Payroll Liabilities	125,619	0	125,619
49	9602 - Benefits Liabilities	32,013	22,404	9,609
50	9603 - Accrued Paid Time Off Liability	489,187	516,046	(26,859)
51	9620 - Funds Held for Others (Student Groups and Agencies)	15,537	24,666	(9,129)
52	9625 - Funds Held for Chromebook	20,549	44,658	(24,109)
53	9630 - Funds Held for Summer Holdback	214,522	190,191	24,331
54	Total Accrued Liabilities	897,427	797,965	99,462
55	Total Short-term Liabilities	1,235,994	840,415	395,579
56	Total Liabilities	1,235,994	840,415	395,579
57	Net Assets			
58	Net Assets			
59	9800 - Equity	3,092,357	3,262,192	(169,835)
60	Beginning Net Assets	3,092,357	3,262,192	(169,835)
61	Change In Net Assets	535,478	(1,145,266)	1,680,744
62	Total Net Assets	3,627,835	2,116,926	1,510,909
63	Total Liabilities and Net Assets	4,863,829	2,957,341	1,906,488
64				
65				

	A	B	S	T	U	V	W
5							
6	MWA Revenue Budget	Budget FY2020	7.1.19 - 03.31.20 - Actuals	7.1.19 - 03.31.20 - Budget	Variance	% Variance	Notes
7	Revenue						
8	8011 - State Aid - General Apportionment	6,660,391	3,710,362	4,014,669	304,307	8%	
9	8012 - Prop 30 - Education Protection Account Ent	1,403,303	782,371	547,931	(234,440)	-43%	
10	8096 - In Lieu of Property Taxes	2,623,451	1,467,682	1,103,180	(364,502)	-33%	
11	8181 - Special Education - Federal	117,500	-	23,500	23,500	100%	
12	8220 - Federal - Child Nutrition Programs	459,736	158,817	215,748	56,931	26%	
13	8290 - Federal - Title I - Basic Grant	381,529	74,186	248,835	174,649	70%	
14	8295 - Federal - Title II - Teacher and Principal Tra	46,392	10,725	22,169	11,444	52%	
15	8296 - Federal - Title III - LEP	18,753	13,615	-	(13,615)	0%	
16	8297 - Federal - Title IV, Part A - Student Support	20,834	10,986	10,142	(844)	-8%	
17	8520 - State - Child Nutrition Programs	31,990	10,520	15,038	4,518	30%	
18	8545 - State - School Facilities	1,118,860	532,249	241,949	(290,300)	-120%	
19	8550 - State - Mandate Block Grant	25,397	26,061	3,462	(22,599)	-653%	
20	8560 - State - Lottery	199,418	83,177	48,872	(34,305)	-70%	
21	8590 - State - Other Revenue	-	40,428	-	(40,428)	0%	
22	8592 - After School Program Grant	163,800	-	106,470	106,470	100%	
23	8595 - Special Education - State	510,140	-	102,028	102,028	100%	
24	8621 - Local - Parcel Taxes	275,127	206,737	206,573	(164)	0%	
25	8808 - Realized Gains/Losses on Investments	-	3,090	-	(3,090)	0%	
26	8809 - Sale of Fixed Assets - Gain or Loss	-	9,546	-	(9,546)	0%	Insurance reimbursement for Total loss of Van
27	8810 - Dividend Income	-	226	-	(226)	0%	
28	8980 - Contributions - Unrestricted	1,500,000	1,125,452	1,494,511	369,059	25%	John Scully's IRA Donation
29	8981 - Scully Related Entity (SRE)	12,954,443	8,000,000	8,000,000	-	0%	
30	8986 - School Supply Fund Donations	15,000	5,770	15,000	9,230	62%	
31	8988 - In-Kind Donations	-	2,860	-	(2,860)	0%	In-Kind donation from Fruge for psychological services
32	8990 - Contributions - Restricted	-	100,798	-	(100,798)	0%	Stock donation from Scully, Peter & Suzannah for restricted programs
33	INCO.INC - 8693 CMO Revenue		-	-	-	0%	
35	Total Revenues	28,526,064	16,375,658	16,420,078	44,419	0%	
36							
39	YTD Revenue Non-SRE						
127							
128	MWA Non-SRE Revenue						
129							
130	Total Governmental Revenue	14,056,621	7,127,916				
131	Total Grants, Realized Gain/Losses on Investments, Dividends, and non-SRE donations	1,515,000	1,238,196				
132	Total external sources of revenue	15,571,621	8,366,112				
133							
134	Cumulative Revenues		8,366,112				
135	% of FY2019 Annual budget		54%				
136							
137							
138	Total student count (EOM) - 96% ADA		982				
139							
140	Governmental revenue/student		\$7,258				
141	Grants and non-SRE donations/student		\$1,261				
142	Total external revenues per student		\$8,519				

**Cash Flow Projection
2019-20**

	A	C	D	E	F	G	H	I	J	K	L	M	N
5		Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Estimate	Estimate	Estimate
6	Descriptions	Jul-19	Aug-19	Sep-19	Oct-19*	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20*	Jun-20**
37	Beginning Cash	2,580,954	2,137,947	3,975,810	2,022,783	1,996,674	357,547	2,129,964	1,630,957	3,737,611	2,459,371	2,763,379	1,459,984
38													
39	Cash In												
40	Government	-	284,797	285,507	1,618,021	852,486	741,134	1,477,988	1,290,384	577,600	2,827,097	1,618,318	2,700,640
41	Donation (Non-SRE)	103,145	7,004	6,070	101,024	1,552	1,007,109	4,239	4,467	269	663	1,728	3,097
42	Dividend & Realized Gains/Loss on Investments & Sale of Fixed Assets	3,147	169	-	-	-	-	-	-	9,546	-	-	-
43	Making Waves Foundation	-	-	-	-	-	-	-	-	-	-	-	-
44	SRE	-	3,500,000	-	-	-	2,000,000	-	2,500,000	-	-	-	2,500,000
45	Total Cash In	106,292	3,791,969	291,577	1,719,045	854,038	3,748,243	1,482,227	3,794,851	587,415	2,827,760	1,620,046	5,203,737
46													
47	Cash Out***												
48	MWA	1,042,510	1,481,209	1,814,579	1,891,668	1,979,313	1,579,352	1,589,365	1,432,401	1,434,544	1,695,817	2,230,591	2,248,441
49	MWAS (Central Office)	364,842	368,852	418,182	409,506	552,280	451,341	462,450	282,360	286,231	545,563	714,851	721,140
50	Total Cash Out	1,407,352	1,850,061	2,232,761	2,301,174	2,531,593	2,030,693	2,051,815	1,714,761	1,720,775	2,241,380	2,945,442	2,969,581
51													
52	Net Change In Cash (In - Out)	(1,301,060)	1,941,908	(1,941,184)	(582,129)	(1,677,555)	1,717,550	(569,588)	2,080,090	(1,133,360)	586,380	(1,325,396)	2,234,156
53													
74	Net Change in Cash from Operating Activities	(443,007)	1,837,863	(1,953,027)	(26,109)	(1,639,127)	1,772,417	(499,007)	2,106,655	(1,278,240)	304,008	(1,303,395)	2,256,156
75													
76	Ending Cash	2,137,947	3,975,810	2,022,783	1,996,674	357,547	2,129,964	1,630,957	3,737,611	2,459,371	2,763,379	1,459,984	3,716,140
77													
81													
82													
83	Date Needed		8/30/2019				12/6/2019		2/20/2020				
84													
85	Notes:												
86	*Three payrolls Funded												
87													
88	** June funding estimate is based on Board approved budget in June 2020 and likely to change according to actuals.												
89													
90	***Does not include non-cash items (i.e. - vacation, depreciation, and MWAS (Central Office) Fees to school)												

Making Waves Academy

Governor's May Revision Budget Update MWA Board Meeting

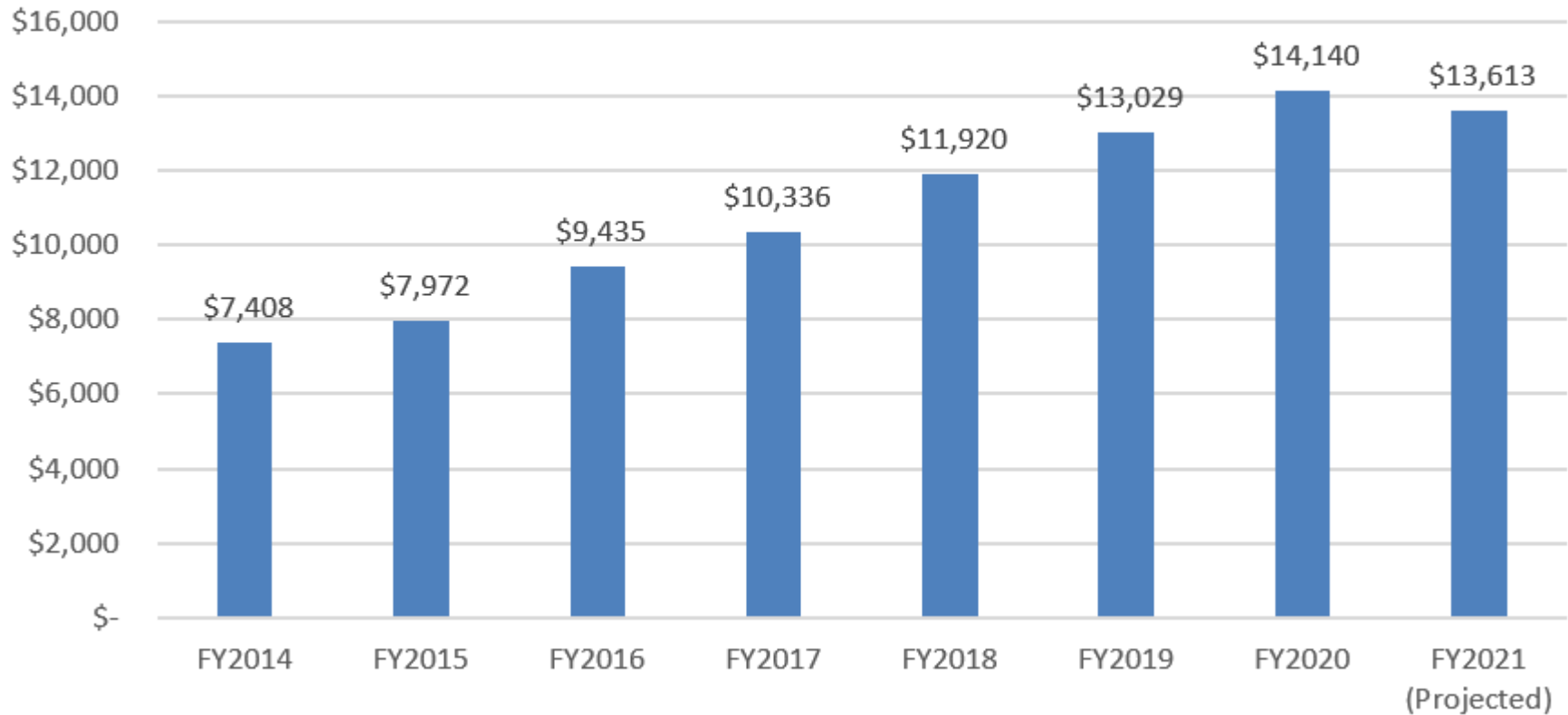
May 2020





History of Government Revenues

MWA Government Revenues Per Pupil



FY2021 will see government revenue drop for the first time since the Local Control Funding Formula (LCFF) was adopted in FY2014.



2020-21 LCFF Funding Cuts

- The May Revision suspends the 2.31% COLA and includes an additional reduction – for a total of 10% cut to the LCFF
 - First, the 2.31% COLA is applied to arrive at the 2020-21 base grant
 - Then the 10% reduction is applied – for an effective reduction of 7.92% to the 2019-20 base grant amounts

Grade Span	2019–20 Base Grant per ADA	2.31% COLA	2020–21 Base Grant per ADA	10% Reduction	Effective 2020–21 Base Grant per ADA
K–3	\$7,702	\$178	\$7,880	[-\$788]	\$7,092
4–6	\$7,818	\$181	\$7,999	[-\$800]	\$7,199
7–8	\$8,050	\$186	\$8,236	[-\$824]	\$7,412
9–12	\$9,329	\$215	\$9,544	[-\$954]	\$8,590

We assumed a net cut of 5% in the preliminary budget, which was lower than the net 7.92% proposed by the governor. The budget impact will be about \$330k less LCFF funding than what we estimated.



Federal COVID-19 Relief Grant

The governor proposes to allocate \$4.4 billion of federal relief “to local educational agencies offering classroom-based instruction based on a formula that takes into account the share of students most heavily impacted by school closures, including students with disabilities, low-income students, English learners, youth in foster care, and homeless youth.” The governor may be proposing to restrict these funds to being spent for “learning loss mitigation,” though details are short here.

School Service of California (SSC) estimates that MWA will be receiving about \$250k federal relief grant, which was not included in this preliminary budget.



CalSTRS Relief

The governor proposes to redirect \$2.3 billion previously appropriated to reduce long-term CalSTRS pension liabilities and use the funds instead to provide more near-term relief to school employers. The proposal would reduce CalSTRS employer rates from 18.41 to 16.15 percent in 2020-21 and 18.2 to 16.02 percent in 2021-22.

The reduction in CalSTRS employer rates will reduce MWA's CalSTRS expenses by about \$150k in FY21.



Other Proposals

- Defer \$1.9 billion of state aid to schools, presumably from the end of the current 2019-20 fiscal year to 2020-21, and a larger \$5.3 billion deferral in 2021-22 to 2021-22. Presumably these would be short, June to July deferrals, but details are not yet available.
- Reduce funding for many existing categorical programs, including the After School Education and Safety (ASES), Career-Technical Incentive Grant, K-12 Strong Workforce, and deleting the COLA for others.
- The SB 740 Charter School Facility Grant Program would not be provided a Cost of Living Adjustment (COLA) as proposed in January.
- Maintain the proposed increase to special education base rates, but deleting the 2.31 percent COLA, for a net increase of \$645 million—the only major state funding increase in the K-12 portion of the budget.



Questions?

Coversheet

Committee and Advisory Committee Updates

Section: II. Standing Reports
Item: H. Committee and Advisory Committee Updates
Purpose: Discuss
Submitted by:
Related Material: MWA - DEI Committee Board Update - 2020-05-21.pdf
MWA Culture and Climate Committee.pdf

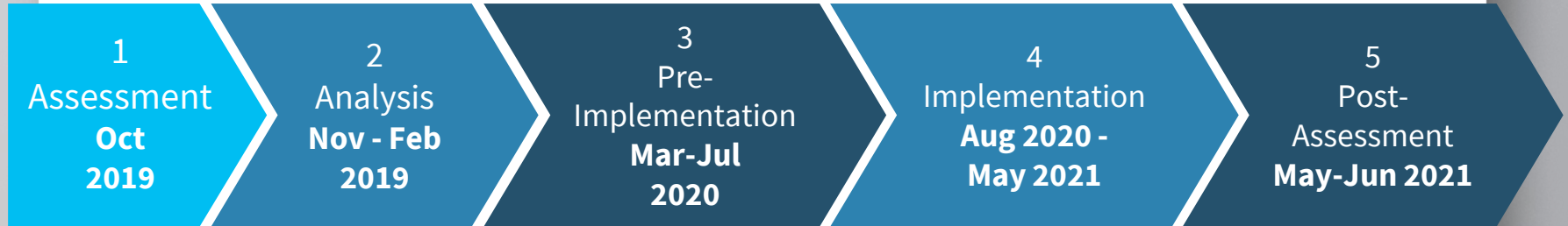
DIVERSITY EQUITY INCLUSION ADVISORY COMMITTEE

May 21, 2020
Board Meeting



ORIGINAL ROADMAP

2



RECAP & UPDATE

3

Fall	Gather DEI Data from each Division Analyze DEI Data within Advisory Committee	Complete
Spring	DEI Kick-off with Divisions led by CircleUp Education <ul style="list-style-type: none">● Building Trust● Discuss DEI Data	Postponed (Covid-19)
Now	Adjust Roadmap Using 2019-2020 as Learning Year & Taking into Consideration Covid-19	In Progress

NEW PLANS

4

Shift to Advisory Committee & Working Groups Model

Why

- » Promote shared ownership of DEI across organization
- » Help embed DEI into teaching, learning, climate and HR/ operations
- » Promote sustainability of DEI through cyclical model

How

- » Advisory Committee will provide framework and structure for DEI Working Groups
- » DEI Working groups work internally to identify and address DEI with support from Advisory Committee

NEW PLANS

5

Shift to Advisory Committee - Working Group Model

Timeline (Tentative)

- » **May & June** - Develop new framework for Working Group (in collaboration with CircleUp)
- » **July** - Finalize framework and recruitment plans
- » **September** - Begin recruiting and developing Working Groups w/ DEI Kick-off

ADDITIONAL DEI WINS!

6

- » **Employee and Student Handbook - Gender Neutral**
 - » Removal of all gender-specific terms in both handbooks

- » **Gender Pronouns in Email**
 - » Invitation for inclusion of gender pronouns in staff email signatures (opt-in)
 - » To be rolled out July 1st by HR

Making Waves Academy

Culture and Climate Committee Update

May 21, 2020





Committee Update

- Where are we now?
 - Committee work was paused due to COVID-19 closure
 - Committee will connect with school leadership once plans for fall 2020 are more solidified
- We are still committed to collecting data points that provide a window into overall staff culture and climate

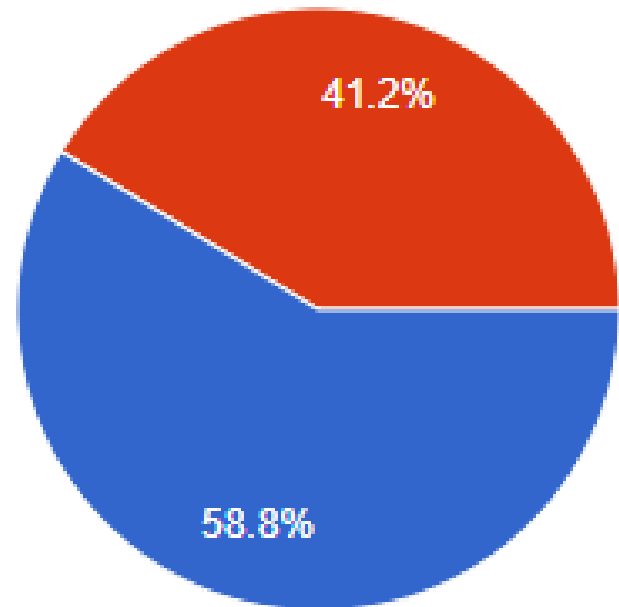


Assessment of MWA Staff Needs

69% completion rate ($97/141$ employees)

Faculty — $57/97$

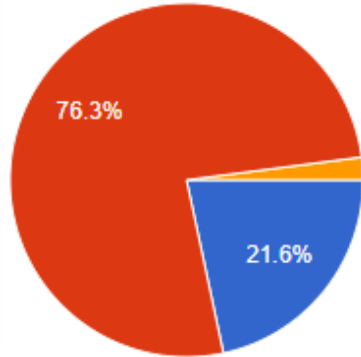
Non-Faculty — $40/97$





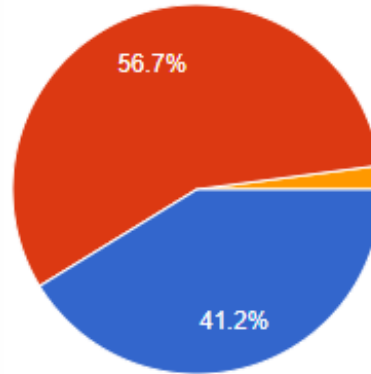
Data Points

Do you live with or (by necessity) come into regular contact with someone who may be at a higher risk for severe illness?

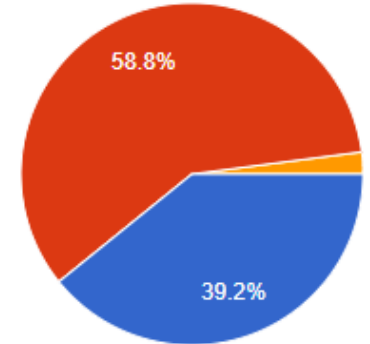


- Yes
- No
- I prefer not to answer

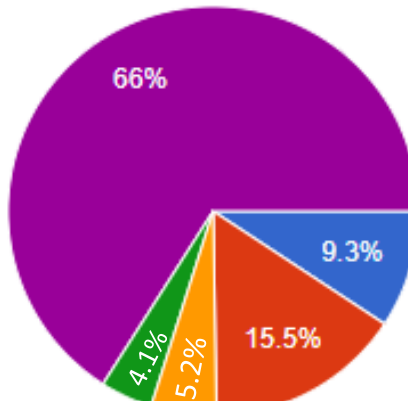
Do you live with or (by necessity) come into regular contact with someone who may be at a higher risk for severe illness?



Are you a caregiver? By “caregiver,” we mean anyone who is regularly providing care to another person. This can include (but is not limited to) children, elders, or someone with disabilities, whether or not they are biologically related to you.



For staff with school-aged children/dependents, on average how many hours/day are you spending teaching your child/student while sheltering in place?

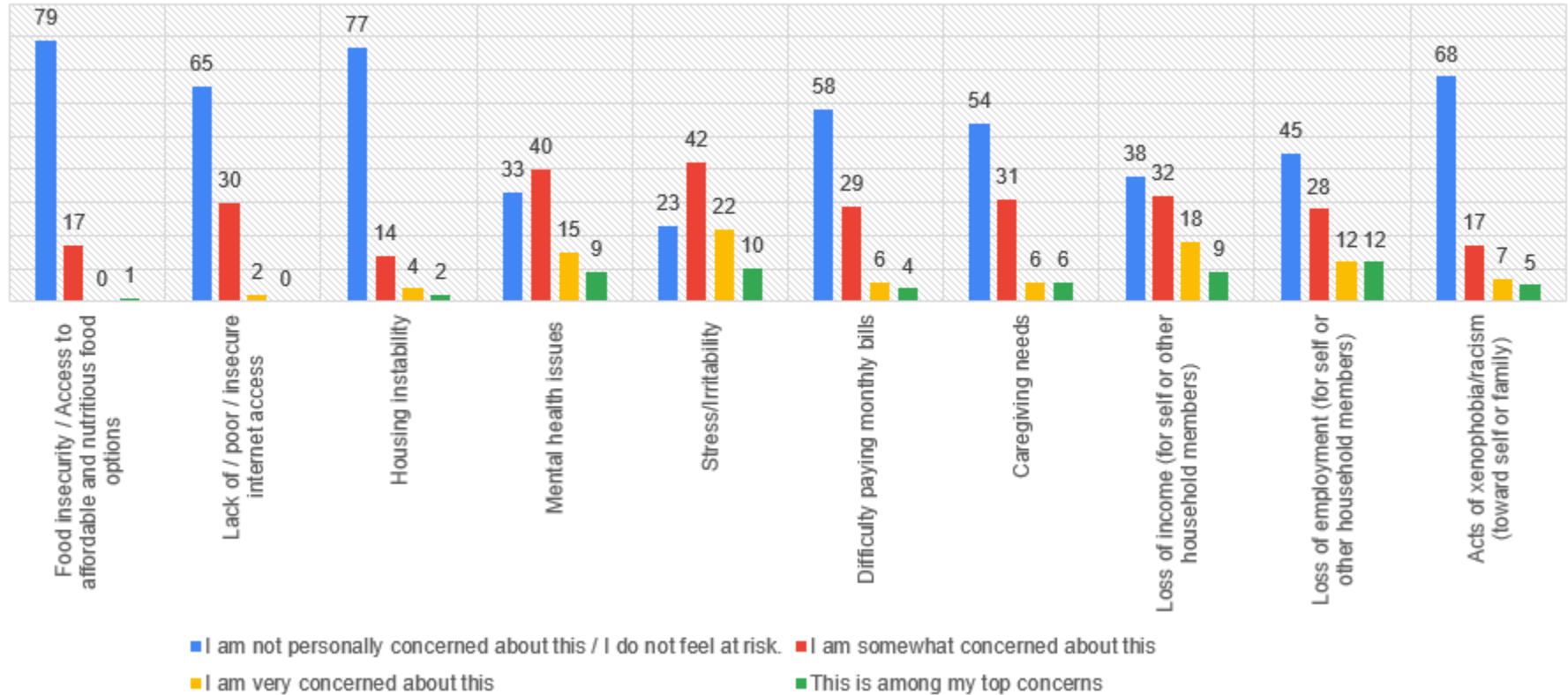


- 0-2 hours
- 2-4 hours
- 4-6 hours
- 6+ hours
- I don't have school-aged children/dependents



Data Points

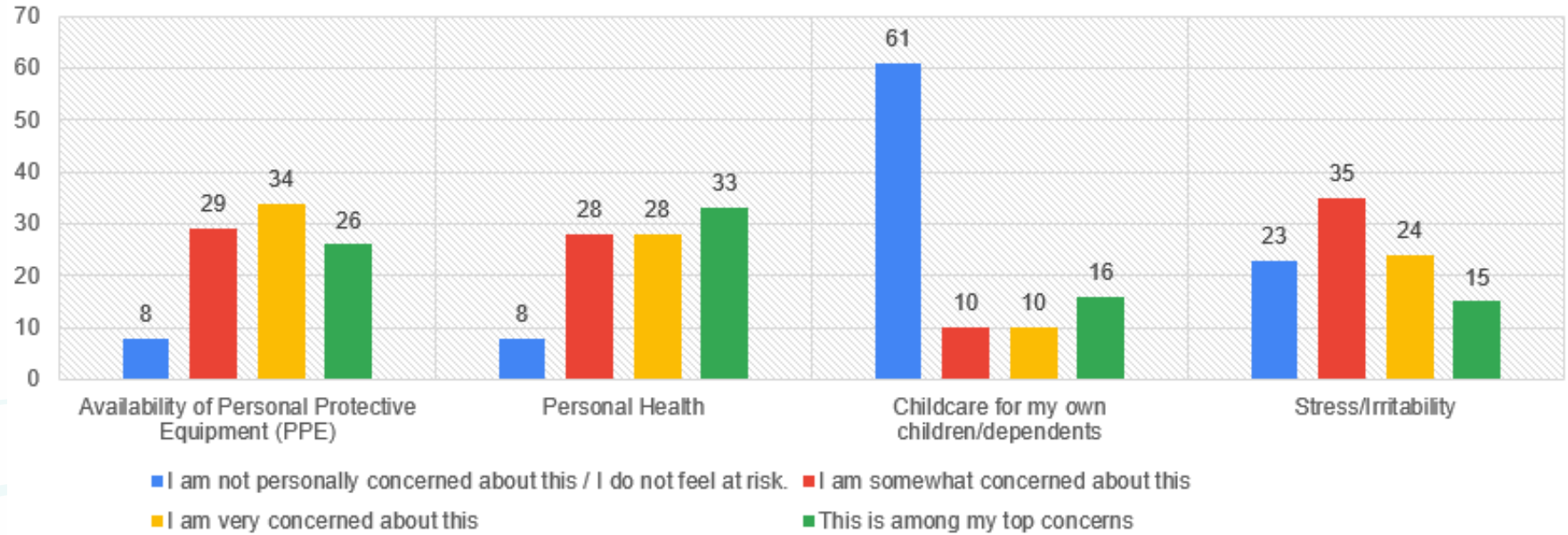
Please rate the below potential concerns/risks according to how you are personally impacted.





Data Points

What are you most concerned about with regards to reopening the campus?





Response to Data

Currently in Place:

- Continuity of base compensation and benefits for our employees
- Monthly stipend for employees to cover internet expenses
- The majority of our employees are teleworking 100% of the time with the exception of staff who conducts meal and distance learning packet distribution
- Employees with school-aged children can participate in our meal distribution per state guidelines
- Regular sharing of resources for staff regarding
 - Mental health support
 - Financial Planning

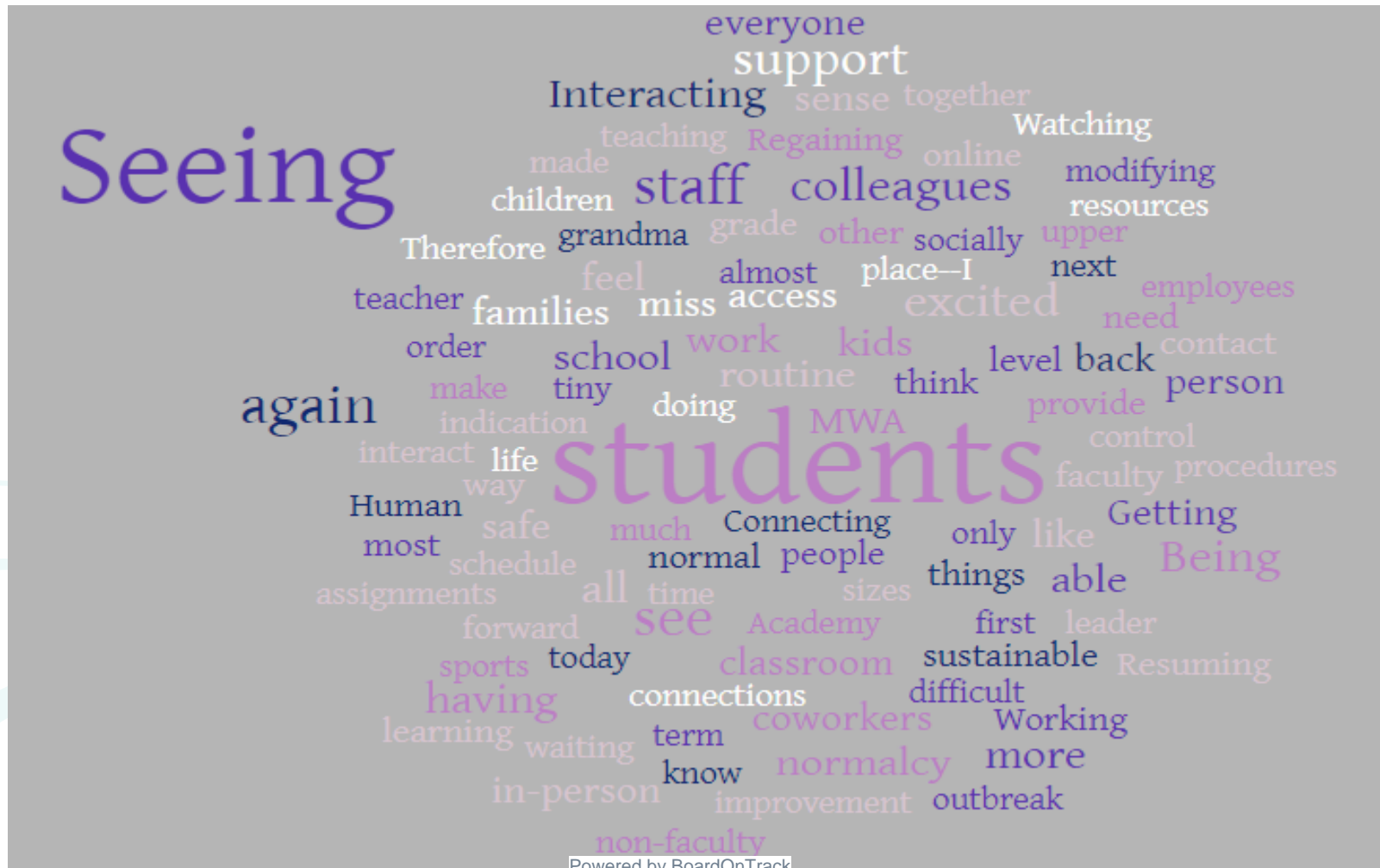
Looking Forward:

- This assessment will be used to inform planning for the fall
- Currently, departmental leaders (HR, Ops, IT, Teaching and Learning, etc.) are meeting to discuss reopening procedures and employee voice will be represented as a result of this assessment
- PPE and hygiene equipment has been ordered in preparation for the fall



Joy

What are you most excited about with regards to reopening the campus?



Coversheet

Curriculum Review Advisory Committee Presentation

Section: III. Non-Action Items
Item: A. Curriculum Review Advisory Committee Presentation
Purpose: Discuss
Submitted by:
Related Material: MWA Curriculum Committee - May 2020 Updated.pdf

Making Waves Academy Curriculum Review Committee

May 2020 Report to the MWA Board

--Esther Hugo and Alicia Malet Klein

Committee Presentation Overview --Seven Items in Ten Minutes!

- Flexibility and Coordination
- Curricula Approval: Sex and Spanish
- Bell Schedules
- Math Update
- College Counseling Updates
- Action Items
- Questioning and Commenting - You



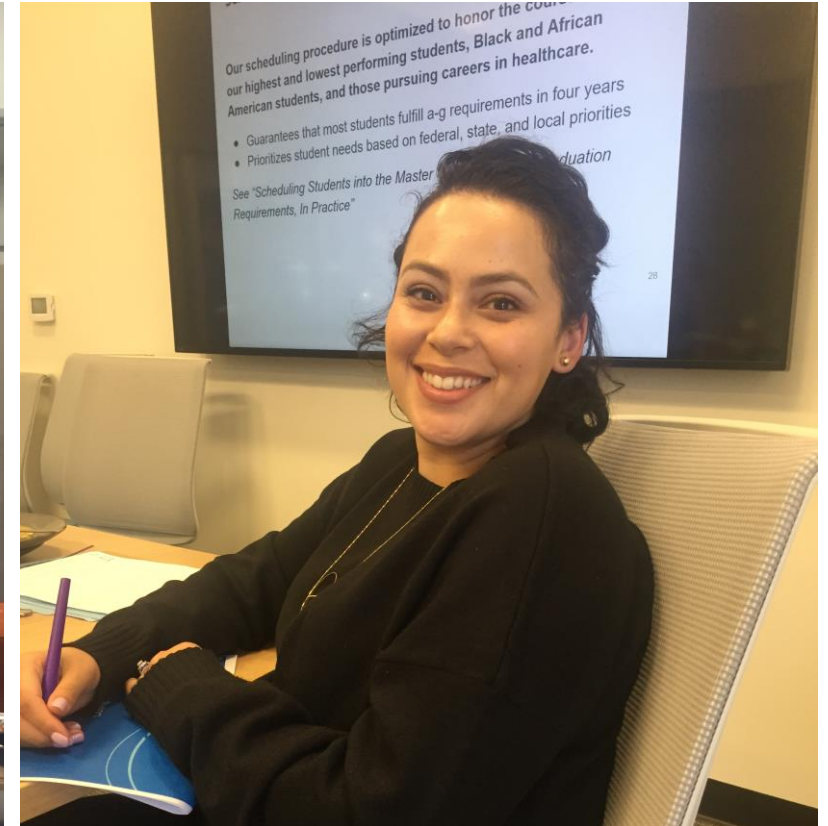
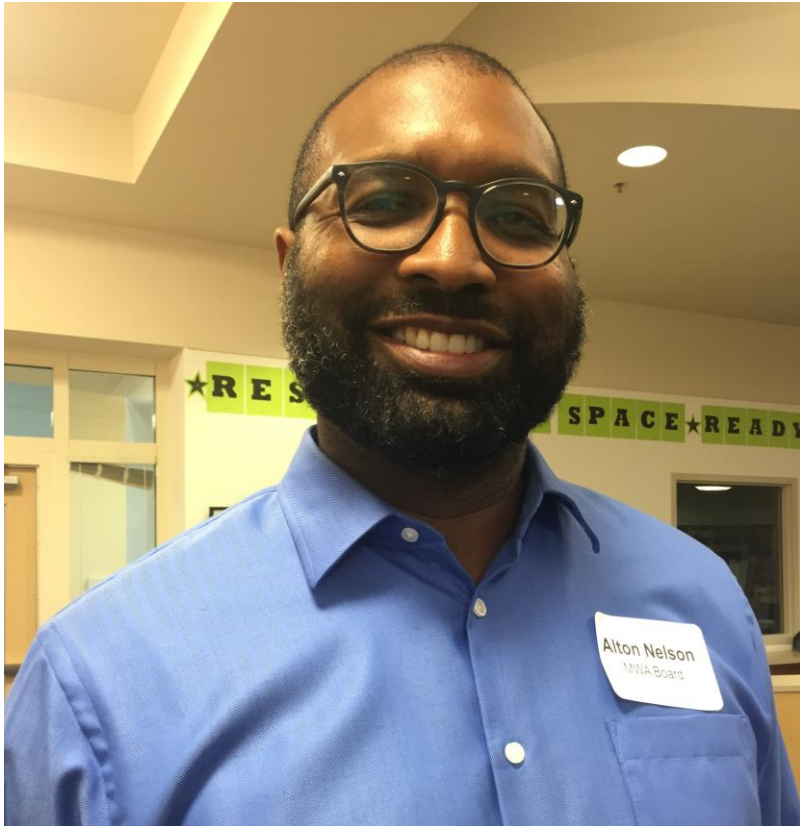
- **Curriculum – Standout Component for College Acceptance and Success**

Pipeline Steps Reduce Income Gap

- Creating aspiration about college and understanding the doors it opens
- Taking the appropriate curriculum and staying on track
- Preparing for and taking college entrance exams
- Applying to college



Q: What do college preparation and college attendance look like at MWA?



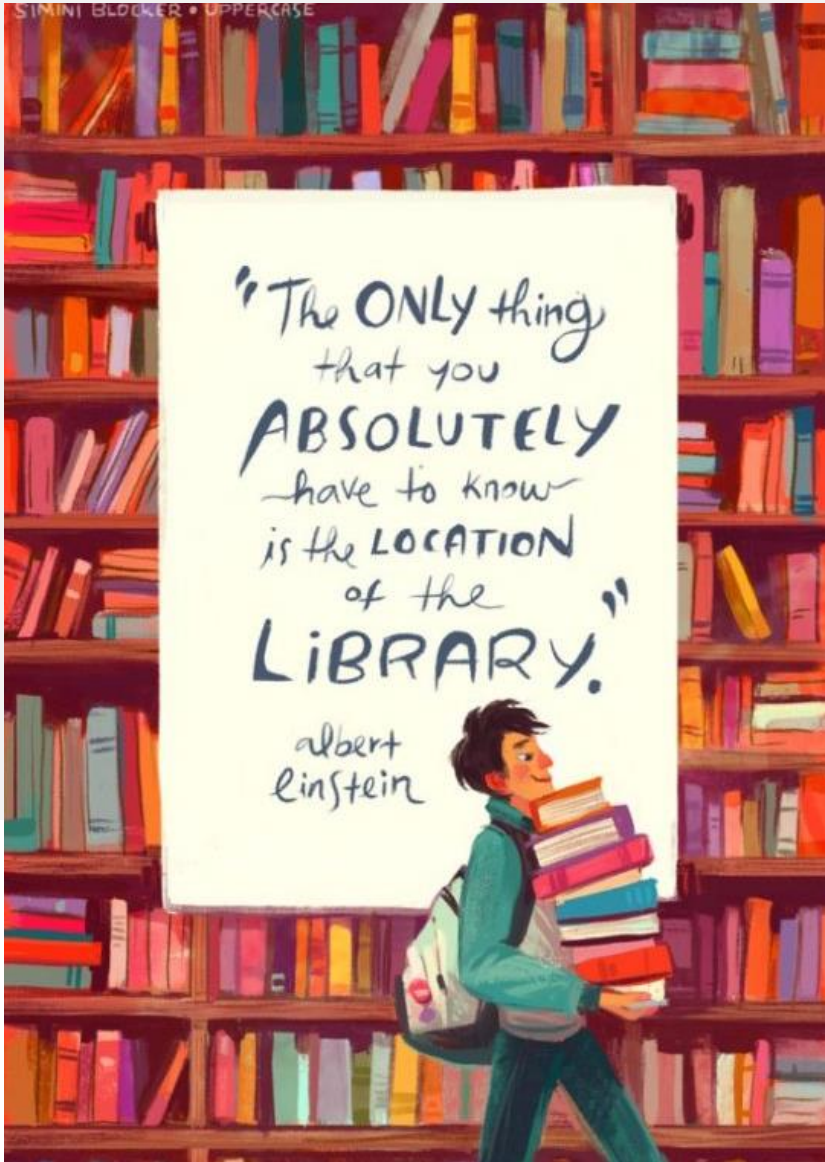
Who's On the Screen of the CRC?

Who's Zooming In on the CRC?



MWA - CRC - May 2020





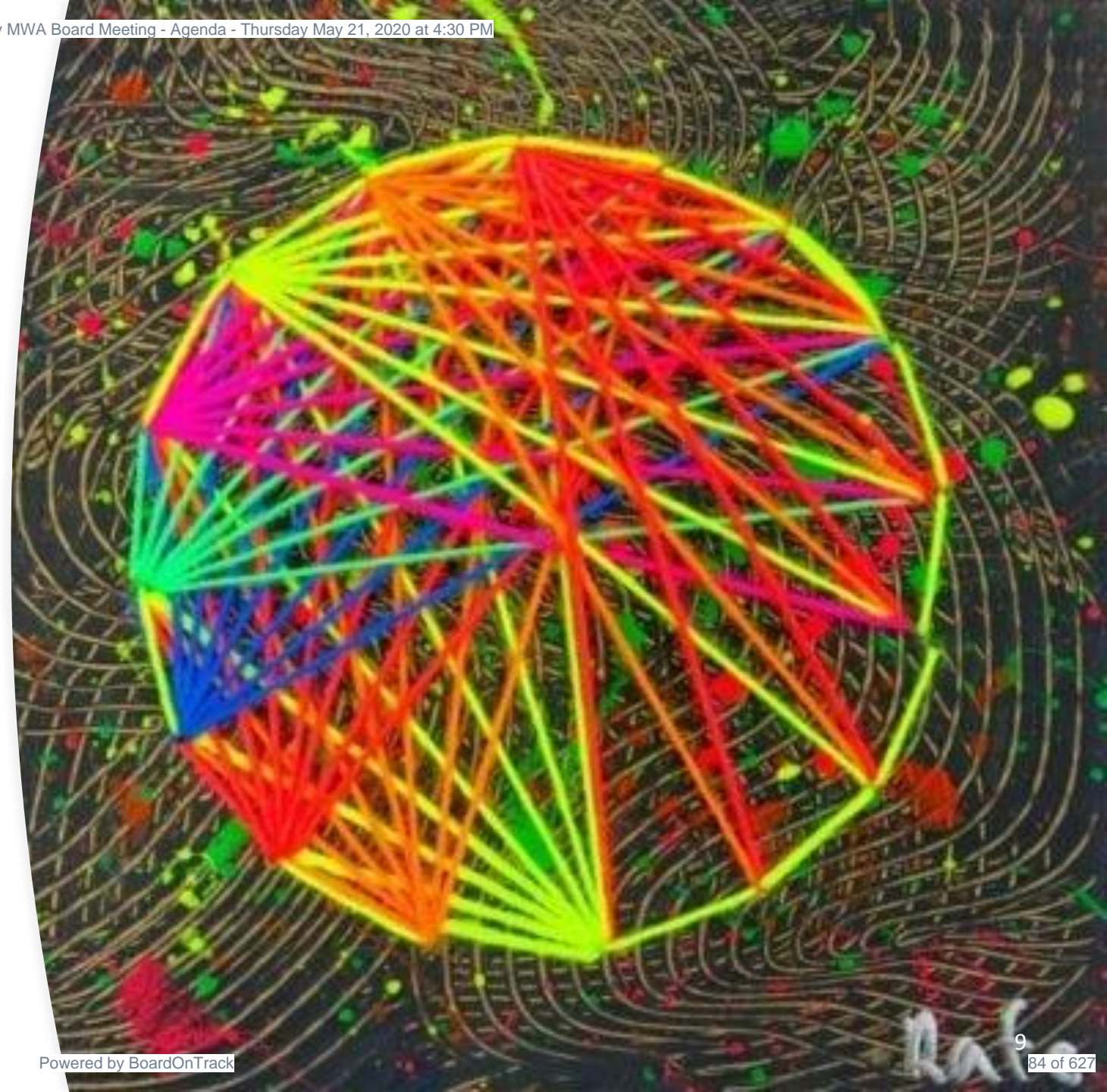
Who Represents the Board – Six Feet!

Several Big Ideas – Continuity and Flexibility

MWA - CRC - May 2020

Big Idea for 2019-2020 is ALIGNMENT

- **Teaching and Learning across the Academy**
- **Facilitating communication, action, and concepts across MS and US**
- **To what extent are we connecting the dots between MS and US?**



New Curriculum for Sex Education



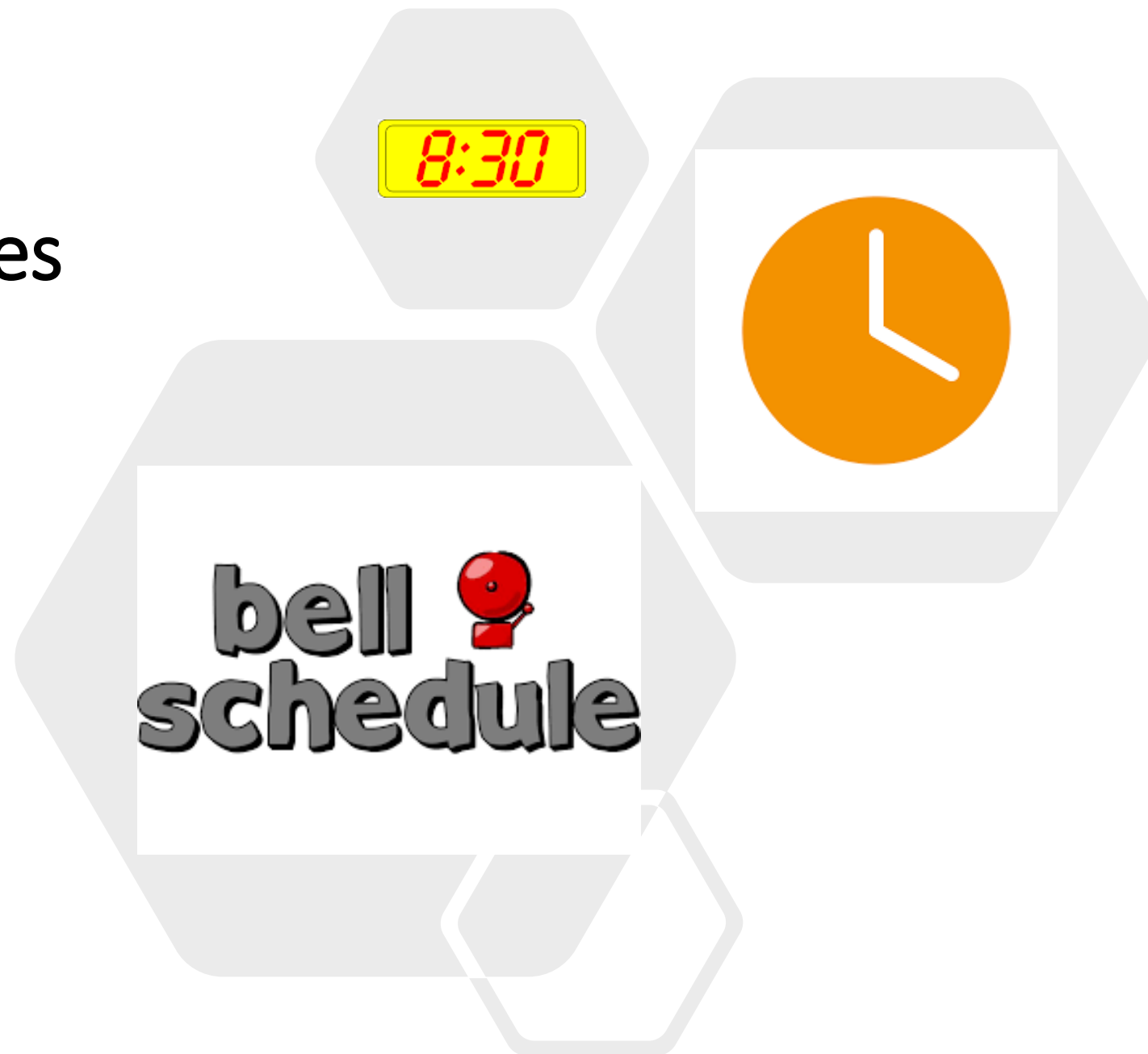
- **Hot Topic with ASB**
- **Student Needs: relevance and reflective**
- **Values-based**
- **Vendor**
 - **Curriculum**
 - **Consultants**



New
Spanish
Curriculum
Coming

Bell Schedule Changes

- Academy will have ONE schedule
- Alignment = more teacher collaboration
- Start time is 8:30 p.m.
- Worked with teachers to get their input
- More student-focused





- Gate Students
- Leadership Students

Zero Period Provides
Challenges and Opportunities

Math Update with IXL – Online Resource



- ANET administered
- Interim Assessment – IXL
- More engagement
- Integrated into Marlin Hour
- Dashboard Metric to be created to assess teacher engagement
- Parents can use IXL at home



Advisory Period Overhaul based on Student Needs

- Relationships
- Social-emotional work
- College and Career
- Community building

AP Program Growing

- **AP US History**
- **AP Government and Politics**
- **AP Statistics**
- **AP Calculus AB**
- **AP Psychology**
- **AP English Language and Composition**
- **AP Spanish Language and Culture**
- **AP Computer Science**
- **AP World History**



AP Breakthrough!

Breakthrough Strategies to Enhance AP Program

- AP Vertical Teaming
- AP Professional Learning Communities
- AP Family Night
- AP Boot Camp
- Focus on SBAC, NGSS, Common Core and AP – alignment



New Courses Proposed for Fall 2020

- Careers in Education (CTE)
- Online Learning for Elective
- AP World History
- AP Computer Science
- Coding?



Coming Attractions: Action Items -

- Parent communication on online courses
- Refine course sequencing for Healthcare CTE pathway
- Monitor progress of Math Task Force and report to MWA Board





Questions, Comments, and Feedback

MWA - CRC - May 2020

Coversheet

Talent Team Update

Section: III. Non-Action Items
Item: B. Talent Team Update
Purpose: FYI
Submitted by: Lisa Dodson
Related Material: MWA Talent Team Report_MWA Board _MAY 2020_final.docx

BACKGROUND:

The intent of the Talent Team report is to provide an update on: 1) hiring updates, 2) recruitment strategies, 3) an update on teacher credentialing, 4) staff diversity data, and 5) accomplishments and challenges. The Talent Team will also answer questions from the board.



MWA Report for the MWA Board – May 2020

MWA Talent Team Report

Lisa Dodson, MWA Managing Director of Talent Acquisition

Scott Pullman, MWA Associate Director of Talent Acquisition

Introduction

The Making Waves Academy Talent Team is committed to recruiting and retaining mission-aligned talent to serve our community. Every year brings a new surprise to the world of talent, and this year has certainly been full of surprises and challenges, requiring our team to remain focused, resilient and diligent. This recruitment cycle has also required our team to become creative, innovative, and embrace technology while maintaining a personal touch. The intent of this report is to provide an update on: 1) hiring updates, 2) recruitment strategies, 3) an update on teacher credentialing, 4) staff diversity data, and 5) accomplishments and challenges.

1. Hiring Data (Since January 1, 2020 – May 11, 2020)

Position Type	# Hired Positions	# Open Positions
Faculty	10	3
Special Education Staffing	4	1
Leadership (Coordinators, Leads, Directors, etc.)	2	6
Staff (Exempt Positions)	3	1
Staff (Non-Exempt Positions)	0	2
TOTALS	19	13

2. Recruitment Events and Strategies

Education and Career Fairs:

The Talent Team attended **nineteen recruitment events** between October 2019-March, 2020. We were also registered to attend ten education fairs that were cancelled because of COVID-19.

Fairs Attended:

Harvard University, UC Santa Cruz, Spelman College, Morehouse College, Georgetown University, Stanford University, University of Arizona, Teachers of Color Virtual Job Fair, CSU Fullerton, CSU Monterey Bay, UC Riverside, University of San Francisco, CSU East Bay, CSU Fresno, CSU San Luis Obispo, Alliant University, West Contra Costa Teacher Fair, CSU Sacramento, & Santa Clara Univ.



MWA Report for the MWA Board – May 2020

Fairs Cancelled:

Bay Education Summit, UC Berkeley, California Baptist University Loyola Marymount University, Pepperdine University, CSU San Marcos, CSU Sonoma, CSU Sacramento, Holy Names University, and the University of the Pacific. Each of these fairs were education fairs.

Upcoming Virtual Fairs:

Azusa Pacific University, Howard University, UC Berkeley, and Alliant University.

Direct Recruiting:

After learning of potential school closures and the number of pink slips issued by West Contra USD, we employed direct recruiting strategies to reach out to teachers at John Henry Charter, Manzanita Charter, and West Contra Costa USD. Our efforts resulted in two hires; one upper school science teacher and one upper school ELA teacher.

3. Teacher Credentialing Updates:

MWA teachers have made extensive progress towards becoming compliant. Several teachers who were non-compliant six months ago are now complaint. The new COVID extension outlined in this section will allow teachers additional time to complete their requirements. Our office will continue monitoring credentialing closely while providing faculty with the needed support to navigate the credentialing process and their options. MWAs goal is to become 100% compliant*.

Updated by CA Commission on Teaching Credentialing (CCTC) 5/8/2020.

Extensions/Appeals - Hardships Related to COVID-19 as “Good Cause” for Extensions

Basic Skills Deferment - The Commission voted to defer the California Basic Education Skills Test (CBEST) for applicants who were unable to complete the examination due to the health and safety restrictions related to COVID-19 between March 19, 2020 and September 1, 2020. This examination is used to meet the California Basic Skills Requirement (BSR), which is necessary for issuance of almost all credentials and permits. Per statute, this deferral cannot be granted to educators that have previously failed the CBEST examination

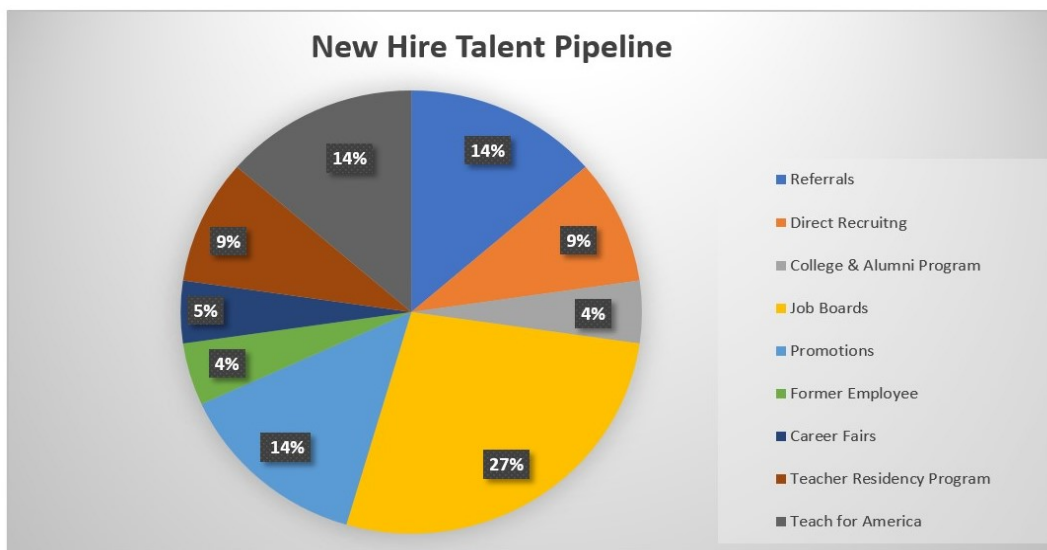
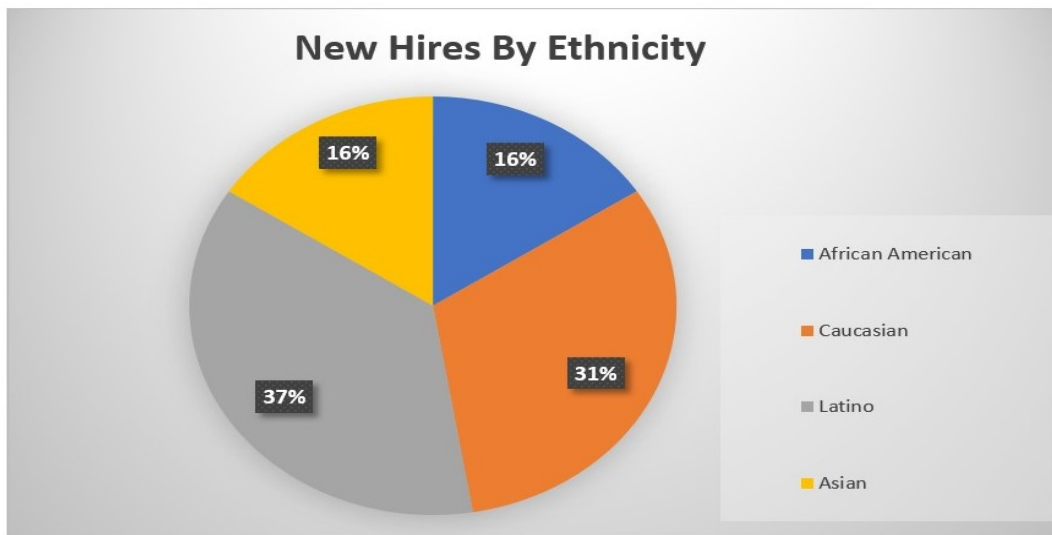
STSP/PIP “Renewals” - As STSPs and PIPs are non-renewable, CTC has stated that they will allow a Variable-Term Waiver for those currently on Short Term Staff Permits (STSPs) or Provisional Intern Permits (PIPs) who are unable to qualify for the Intern credential *due to exams/classes not being available. This is a temporary solution due to COVID-19 issues.*



MWA Report for the MWA Board – May 2020

4. Staff Diversity Data

Making Waves Academy believes that diversity is as important among faculty as it is among students. The Talent Team has increasingly recruited and hired teachers from a range of backgrounds and ethnicities. This helps students identify and connect with faculty and staff who share the same culture. Diversity in the workplace is vital for employees because it manifests itself in building a great reputation for the company, leading to increased profitability and opportunities for workers. We have hired nineteen new personnel and the following graphs reflects the diversity of our talent and various avenues of building our pipeline.



****The referral program is a huge asset to generating great talent.***



MWA Report for the MWA Board – May 2020

5. Challenges and Accomplishments

The Talent Team has faced a number of challenges – the state teacher shortage, a nationwide decline in candidates entering the teaching profession, attracting teachers to the Bay Area due to the high cost of living, AB 1505, and in some cases, we selected the wrong person for the job. We shared challenges with the Bellwether team during their School Review process, and other settings with our CEO and various stakeholders and we have listened attentively with the goal of overcoming these challenges. We are looking forward to continuing our work in collaboration with our CEO, Senior School Director, our HR department, and other stakeholders to attract, onboard, develop, and retain great talent for our Wave-Makers.

We are humbly celebrating our accomplishments as well. We have hired nineteen new personnel in preparation for the new year and we are making progress toward filling thirteen additional vacancies before our August start date. Of the thirteen remaining vacancies, it is important to note that we have six leadership positions and there are five high-quality internal candidates who are interested and preparing for the interview process. Please reference the chart on the first page to see which positions make up the remaining seven open positions. During these unprecedented times, we are remaining positive, focused and excited to continue this great work for our Wave-Makers and community.

Coversheet

Board Minutes: March 19, 2020 Board Meeting

Section: IV. Action Items
Item: A. Board Minutes: March 19, 2020 Board Meeting
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for March MWA Board Meeting on March 19, 2020

APPROVED



Making Waves Academy

Minutes

March MWA Board Meeting

Date and Time

Thursday March 19, 2020 at 10:00 AM

Location

You can join the meeting from your computer, tablet or smartphone.

<https://www.gotomeet.me/MWABoard>

You can also dial in using your phone.

United States: **+1 (224) 501-3412**

Access Code: **967-255-093**

The school is closed through April 3rd out of an abundance of caution and in response to the Coronavirus pandemic.

To make sure that we do not miss important compliance deadlines we are planning to keep the March Board Meeting. **This meeting will be held virtually in lieu of in person attendance.** Our board members will be participating via teleconference to minimize person-to-person contact.

- You can join the meeting from your computer, tablet or smartphone.

<https://www.gotomeet.me/MWABoard>

You can also dial in using your phone.

United States: **+1 (224) 501-3412**

Access Code: **967-255-093**

La escuela está cerrada hasta el 3 de abril por una abundancia de precaución y en respuesta a la pandemia de Coronavirus.

*Para asegurarnos de que no perdamos los plazos de cumplimiento importantes, estamos planeando mantener la reunión de la Junta Directiva en marzo. **La junta se llevara acabo virtualmente en lugar de la asistencia en persona.** Los miembros de la junta participarán por teleconferencia para minimizar el contacto de persona a persona.*

- ***Puede unirse a la reunión desde su computadora, tableta o teléfono inteligente.***
<https://www.gotomeet.me/MWABoard>
También puede marcar con su teléfono.
Estados Unidos: +1 (224) 501-3412
Código de acceso: 967-255-093

To Access the Agenda in Spanish [CLICK HERE](#)

Para ver la agenda en Espanol oprima aqui

Public Comment

- 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.
- Under SB1036 the minutes from this meeting will omit student and parent names and other directory information, except as required by judicial order or federal law. If a parent/legal guardian wishes a name be included, one must inform the board prior to their public comment.

If you have questions about the board agenda and materials or you are in need of disability-related

accommodations, please contact:

Si tiene preguntas sobre la agenda y materiales de la junta o necesita adaptaciones relacionadas con la

discapacidad, comuníquese con:

Elizabeth Martinez at emartinez@mwacademy.org or 510.262.1511 ext. 1408

Directors Present

Alicia Klein (remote), Burak Gursel (remote), Esther Hugo (remote), Jessica Laughlin (remote), Layla Naranjo (remote), Margaret Watson (remote), Maricela Navarro (remote)

Directors Absent

Daryle Morgan

Guests Present

Alton B. Nelson Jr., Elizabeth Martinez

I. Opening Items

A. Call the Meeting to Order

B. Record Attendance and Guests

C. Public Comment

No public comment.

II. Standing Reports

A. Compliance to Excellence: Remarks by Board President

Esther Hugo made a motion to amend the agenda to add an action item to extend the school closure.

Maricela Navarro seconded the motion.

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

Roll Call

Margaret Watson Aye

Alicia Klein Aye

Layla Naranjo Aye

Maricela Navarro Aye

Burak Gursel Aye

Jessica Laughlin Absent

Esther Hugo Aye

Daryle Morgan Absent

School Closure

- The decision to close was approved in an emergency board meeting on Friday, March 13th
- Senior School Director shared that robust plans for continuity of learning and meal distribution is in place, the aim is to continue learning at the highest level for both middle and upper school students
- The school sees this as an opportunity to engage with 22nd Century Learning and is looking at ways to create a stable learning environment given the shifting legislative changes
- Board asked questions regarding:

- College admission requirements and how the school is preparing for this, the Director of College and Career Counseling stated that they are tracking new information closely to inform their plans
- Online engagement from students during this time
 - Data is currently being gathered regarding attendance/participation
 - Preliminary data is showing that students who typically struggle with in-person instruction are thriving
 - Board requested an update from the Senior School Director to share data points from online learning
 - Directors of Curriculum and Instruction share responsibility for the overall Continuity of Learning plan and schedule for all students
- The well-being of faculty and how key staff are being deployed (deans, social workers, etc)
- The meal distribution plan
 - Meals are being distributed on Mondays and Wednesdays, 11-1 through a "drive-through" process around the upper school loop
- Compliance items such as the LCAP
 - The school is waiting for guidance from the state and our authorizer
- The contingency plans for vacancies during the closure

B. Q & A on Associated Student Body Report

ASB President provided an update on key events that have taken place, their successes and challenges.

During the closure, ASB is trying to find ways to support messaging during the closure. Student Activities Coordinator is working with ASB to survey ways that they can continue to create community during this time.

Board asked questions regarding:

- Plans for fundraisers that are planned during this time
 - ASB President stated that all fundraisers scheduled for March are cancelled

C. Deep Dive: Bellwether Engagement Discussion

Chief Executive Officer, Alton B. Nelson Jr. provided an overview of the engagement with Bellwether Education Partners for the development of the strategic plan.

- Board asked questions regarding the process of arriving at the information that was shared
- Board acknowledged the work that has gone into this plan

D. Q & A on Senior School Director Written Report

Board asked questions regarding the school report. Senior School Director provided additional information.

- Senior School Director is working on aligning the culture and practices to ensure that there is one core, Wave-Maker identity for students, staff, faculty, and families
- Board President asked questions regarding the Teaching and Learning Cycle, Tier 3, Special Education, and English Learner Development reports

E. Q & A on CEO Written Report

Board asked questions regarding the CEO's report and for an update on letters of intent and recruitment efforts.

- The school anticipates a return rate of 93% for the upcoming year for teachers and staff based on the letters of intent returned by employees. As of March 2020, we received notification from five teachers and one administrator stating that they will not be returning for the next academic year. The Talent Team has been made aware and they are targeting their recruitment efforts to these vacancies.

F. Q&A on Finance Written Report

No questions were asked.

G. Committee and Advisory Committee Updates

No updates were shared.

H. School Site Council Update

SSC President provided a summary of the last SSC meeting and shared tentative plan for continuing scheduled SSC meetings through the closure.

III. Non-Action Items

A. WASC Visit Debrief

Chief of Staff provided materials that summarized the WASC accreditation visit and board members asked questions.

B. Lottery Update

Student Recruiter provided materials that summarized the lottery cycle and board members asked questions.

C. Board Commitment Form & Form 700 for 2019

Chief of Staff will send forms to board members to be returned by April 1st.

IV. Action Items

A. Extension of School Closure

Burak Gursel made a motion to extend the school closure to April 13th.

Jessica Laughlin seconded the motion.

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

Roll Call

Burak Gursel	Aye
Daryle Morgan	Absent
Alicia Klein	Aye
Margaret Watson	Aye
Layla Naranjo	Aye
Maricela Navarro	Aye
Esther Hugo	Aye
Jessica Laughlin	Aye

The school closure is a fluid situation that we will continue to re-assess.

B. Board Minutes: February 6, 2020 Board Meeting

Esther Hugo made a motion to approve the minutes with amendment of votes from February MWA Board Meeting on 02-06-20.

Margaret Watson seconded the motion.

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

Roll Call

Esther Hugo	Aye
Daryle Morgan	Absent
Burak Gursel	Aye
Maricela Navarro	Aye
Margaret Watson	Aye
Jessica Laughlin	Aye
Alicia Klein	Aye
Layla Naranjo	Aye

C. Accept Minutes for Committees and Advisory Committees

Burak Gursel made a motion to approve.

Layla Naranjo seconded the motion.

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

Roll Call

Esther Hugo	Aye
Daryle Morgan	Absent
Margaret Watson	Aye
Layla Naranjo	Aye
Alicia Klein	Aye
Maricela Navarro	Aye
Jessica Laughlin	Aye

Roll Call

Burak Gursel Aye

D. Second Interim Budget (2019-2020)

Maricela Navarro made a motion to approve.

Layla Naranjo seconded the motion.

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

Roll Call

Daryle Morgan Absent

Jessica Laughlin Aye

Layla Naranjo Aye

Maricela Navarro Aye

Margaret Watson Aye

Alicia Klein Aye

Esther Hugo Aye

Burak Gursel Aye

E. Tax Returns

Esther Hugo made a motion to approve.

Burak Gursel seconded the motion.

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

Roll Call

Burak Gursel Aye

Alicia Klein Aye

Layla Naranjo Aye

Esther Hugo Aye

Daryle Morgan Absent

Maricela Navarro Aye

Jessica Laughlin Aye

Margaret Watson Aye

F. MWA Lease Renewal for 2020-2021

Jessica Laughlin made a motion to approve.

Maricela Navarro seconded the motion.

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

Roll Call

Esther Hugo Aye

Jessica Laughlin Aye

Maricela Navarro Aye

Alicia Klein Abstain

Daryle Morgan Absent

Layla Naranjo Aye

Burak Gursel Aye

Roll Call

Margaret Watson Aye

G. e-Rate Contract

Esther Hugo made a motion to approve.
Margaret Watson seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

Jessica Laughlin Aye
Layla Naranjo Aye
Alicia Klein Aye
Margaret Watson Aye
Daryle Morgan Absent
Burak Gursel Aye
Maricela Navarro Aye
Esther Hugo Aye

H. 2019-20 Audit and Tax Engagement

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

Roll Call

Alicia Klein Aye
Daryle Morgan Absent
Burak Gursel Aye
Esther Hugo Aye
Maricela Navarro Aye
Layla Naranjo Aye
Jessica Laughlin Aye
Margaret Watson Aye

I. Emergency Board Meeting Minutes

Esther Hugo made a motion to approve the minutes from Emergency Board Meeting on 03-13-20.
Margaret Watson seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

Alicia Klein Aye
Esther Hugo Aye
Burak Gursel Aye
Margaret Watson Aye
Jessica Laughlin Aye
Layla Naranjo Aye

Roll Call

Maricela Navarro Aye
Daryle Morgan Absent

V. Consent Action Items

A. Intacct Contract Renewal

Jessica Laughlin made a motion to approve.
Layla Naranjo seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

Maricela Navarro Aye
Burak Gursel Aye
Esther Hugo Aye
Daryle Morgan Absent
Layla Naranjo Aye
Jessica Laughlin Aye
Alicia Klein Aye
Margaret Watson Aye

VI. Discussion Items

A. Appreciations by the Board of Directors

Board President thanked everyone for their participation in the virtual meeting given the circumstances.

Board acknowledged the efforts of the faculty and staff through the closure.

VII. Closing Items

A. Schedule of Board of Directors Meetings 2019-2020

- May 21st, 4:00-8:00 pm [Board Discussion]
 - The time is subject to change depending on the circumstances surrounding the COVID-19 pandemic.

B. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 12:53 PM.

Respectfully Submitted,
Elizabeth Martinez

Coversheet

Accept Minutes for Committees and Advisory Committees

Section: IV. Action Items
Item: B. Accept Minutes for Committees and Advisory Committees
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for Finance Advisory Committee on April 30, 2020

APPROVED



Making Waves Academy

Minutes

Finance Advisory Committee

Date and Time

Thursday April 30, 2020 at 10:30 AM

Location

Join by Computer

<https://zoom.us/j/97373488106?pwd=cDN6cjZHcE1tZFdjU3Z3dXduT01LUT09>

Meeting ID: 973 7348 8106

Password: 0nfAtC

Join by Phone

+16699009128,,97373488106#,,#058730# US (San Jose)

Meeting ID: 973 7348 8106

Password: 058730

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

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Si tiene preguntas sobre la agenda y materiales o necesita adaptaciones relacionadas con la discapacidad, comuníquese con:

Elizabeth Martinez at emartinez@mwacademy.org or 510-227-9856.

In accordance with Executive Order N-25-20 in the State of California, we will be hosting this meeting via teleconference.

Public Comment

The public may address the committee 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 one minute each***, or a total of five minutes for all speakers.

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.

Under SB1036 the minutes from this meeting will omit student and parent names and other directory information, except as required by judicial order or federal law. If a parent/ legal guardian wishes a name be included, one must inform the board prior to their public comment.

Please note that all agenda times are estimates.

Committee Members Present

Alicia Klein (remote), Alton B. Nelson Jr. (remote), Hung Mai (remote)

Committee Members Absent

None

Guests Present

Elaine Clark, Elizabeth Martinez (remote), Patrick O'Donnell, Wallace Wei (remote)

I. Opening Items

A. Call the Meeting to Order

Alicia Klein called a meeting of the Finance Committee of Making Waves Academy to order on Thursday Apr 30, 2020 at 10:30 AM.

B. Record Attendance and Guests

C. Public Comment

No public comments were made.

II. MWA Finance

A. FY 2021 Budget Overview

CARES Act

- The Committee discussed the status of the school's application for PPP funding to offset economic challenges created by the economic downturn.

MWA 2020-21 Budget Overview

- MWA CFO presented the proposed 2020-21 Original Budget, and highlighted the key changes from the projected actuals for 2019-20, and from the first draft of the 2020-21 Original Budget presented to the Committee in February.

B. FY 2021 Budget Details

- The Finance Advisory Committee discussed:
 - The impact on government revenues due to the economic fallout of COVID-19.
 - The effort MWA has made to reduce expenditures.
 - Additional budget adjustments MWA could make if the economic outlook further deteriorates.
- The Finance Advisory Committee will recommend the 2020-21 budget to the MWA's Board for approval.

C. Strategic Plan Financial Model Discussion

Item was not discussed.

D. Requests for MWF Support for FY 2021

Item was not discussed.

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,
Wallace Wei

Coversheet

Board Minutes: Special Board Meetings

Section: IV. Action Items
Item: C. Board Minutes: Special Board Meetings
Purpose: Vote
Submitted by:
Related Material: 2020_04_29_board_meeting_minutes.pdf
2020_04_15_board_meeting_minutes.pdf
2020_04_09_board_meeting_minutes.pdf

DRAFT



Making Waves Academy

Minutes

Special Board Meeting

Date and Time

Wednesday April 29, 2020 at 12:00 PM

Location

Zoom Meeting Information

<https://mwacademy.zoom.us/j/140766968?pwd=N1prK1hSNEsvdW9RSTRremFDU1BYUT09>

Meeting ID: 140 766 968

Password: mwaboard

To Join by Phone:

+1-669-900-6833, Meeting ID: 140 766 968 Password: 764731

If you have questions about the board agenda and materials or you are in need of disability-related accommodations, please contact:

Si tiene preguntas sobre la agenda y materiales de la junta o necesita adaptaciones relacionadas con la discapacidad, comuníquese con:

Elizabeth Martinez at emartinez@mwacademy.org or 510-275-7331.

In accordance with Executive Order N-25-20 in the State of California, we will be hosting this board meeting via teleconference.

Public Comment

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Directors Present

Alicia Klein (remote), Burak Gursel (remote), Esther Hugo (remote), Layla Naranjo (remote), Margaret Watson (remote), Maricela Navarro (remote)

Directors Absent

Daryle Morgan, Jessica Laughlin

Guests Present

Alton B. Nelson Jr. (remote), Damon Edwards (remote), Elizabeth Martinez (remote)

I. Opening Items

A. Call the Meeting to Order

B. Record Attendance and Guests

C. Public Comments

No public comment.

II. Action Items

A. Computer Equipment for 2020-2021

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

Roll Call

Alicia Klein	Aye
Burak Gursel	Aye
Daryle Morgan	Absent
Layla Naranjo	Aye
Jessica Laughlin	Absent
Maricela Navarro	Aye
Margaret Watson	Aye
Esther Hugo	Aye

B. BoardOnTrack Renewal

Burak Gursel made a motion to approve.
Margaret Watson seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

Layla Naranjo	Aye
Maricela Navarro	Aye
Burak Gursel	Aye
Esther Hugo	Aye
Margaret Watson	Aye
Alicia Klein	Aye
Daryle Morgan	Absent

Jessica Laughlin Absent

III. Closing Items

A. Schedule of Board of Directors Meetings 2019-2020

B. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 12:10 PM.

Respectfully Submitted,
Elizabeth Martinez

DRAFT



Making Waves Academy

Minutes

Special Board Meeting

Date and Time

Wednesday April 15, 2020 at 11:15 AM

Location

Zoom Meeting Information

<https://mwacademy.zoom.us/j/140766968?pwd=N1prK1hSNEsvdW9RSTRremFDU1BYUT09>

Meeting ID: 140 766 968

Password: mwaboard

To Join by Phone:

+1-669-900-6833, Meeting ID: 140 766 968 Password: 764731

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Public Comment

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Directors Present

Alicia Klein (remote), Burak Gursel (remote), Esther Hugo (remote), Jessica Laughlin (remote), Layla Naranjo (remote), Margaret Watson (remote), Maricela Navarro (remote)

Directors Absent

Daryle Morgan

Guests Present

Alton B. Nelson Jr. (remote), Damon Edwards (remote), Elizabeth Martinez (remote), Evangelia Ward-Jackson (remote), Hung Mai (remote), Wallace Wei (remote)

I. Opening Items

A. Call the Meeting to Order

Alicia Klein called a meeting of the board of directors of Making Waves Academy to order on Wednesday Apr 15, 2020 @ 11:53 AM at

Zoom Meeting Information

<https://mwacademy.zoom.us/j/140766968?pwd=N1prK1hSNEsvdW9RSTRremFDU1BYUT09>

Meeting ID: 140 766 968

Password: mwaboard

To Join by Phone:

+1-669-900-6833, Meeting ID: 140 766 968 Password: 764731

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B. Record Attendance and Guests

C. Closed Session

No action was taken during closed session.

D. Public Comments

No public comments were made.

II. Action Items

A. Designation of Applicants for Payroll Protection Program Loan

Esther Hugo made a motion to designate the CEO and CFO as signatories for the loan application.

Maricela Navarro seconded the motion.

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

Roll Call

Daryle Morgan Absent

Esther Hugo Aye

Maricela Navarro Aye

Burak Gursel Aye

Layla Naranjo Aye

Jessica Laughlin Aye
Margaret Watson Aye
Alicia Klein Aye

B. Internet Hotspots for Students

Jessica Laughlin made a motion to approve.

Layla Naranjo seconded the motion.

Board asked questions about distribution of hotspots. The board **VOTED** to approve the motion.

Roll Call

Alicia Klein Aye
Burak Gursel Aye
Esther Hugo Aye
Daryle Morgan Absent
Layla Naranjo Aye
Margaret Watson Aye
Maricela Navarro Aye
Jessica Laughlin Aye

III. Closing Items

A. Schedule of Board of Directors Meetings 2019-2020

Upcoming Board Meeting

May 21st, 4:30-7:30 pm

B. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 11:52 AM.

Respectfully Submitted,
Elizabeth Martinez

DRAFT



Making Waves Academy

Minutes

Special Board Meeting

Date and Time

Thursday April 9, 2020 at 12:00 PM

Location

Zoom Meeting Information

<https://mwacademy.zoom.us/j/140766968?pwd=N1prK1hSNEsvdW9RSTRremFDU1BYUT09>

Meeting ID: 140 766 968

Password: mwaboard

To Join by Phone:

+1-669-900-6833, Meeting ID: 140 766 968 Password: 764731

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Elizabeth Martinez at emartinez@mwacademy.org or 510-275-7331.

In accordance with Executive Order N-25-20 in the State of California, we will be hosting this board meeting via teleconference.

Public Comment

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Directors Present

Alicia Klein (remote), Burak Gursel (remote), Esther Hugo (remote), Jessica Laughlin (remote), Layla Naranjo (remote), Margaret Watson (remote), Maricela Navarro (remote)

Directors Absent

Daryle Morgan

Directors Arrived Late

Maricela Navarro

Guests Present

Alton B. Nelson Jr. (remote), Darcy Deming, Elizabeth Martinez (remote), Evangelia Ward-Jackson (remote), Patrick O'Donnell

I. Opening Items

A. Call the Meeting to Order

Alicia Klein called a meeting of the board of directors of Making Waves Academy to order on Thursday Apr 9, 2020 @ 12:03 PM at

Zoom Meeting Information

<https://mwacademy.zoom.us/j/140766968?pwd=N1prK1hSNEsvdW9RSTRremFDU1BYUT09>

Meeting ID: 140 766 968

Password: mwaboard

To Join by Phone:

+1-669-900-6833, Meeting ID: 140 766 968 Password: 764731

B. Record Attendance and Guests

C. Closed Session

Maricela Navarro arrived late.

No action was taken during closed session.

D. Public Comments

No public comment.

II. Action Items

A. Resolution for School Closure

Burak Gursel made a motion to extend the school closure through the end of the school year.

Esther Hugo seconded the motion.

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

Roll Call

Maricela Navarro Aye

Layla Naranjo Aye
Burak Gursel Aye
Esther Hugo Aye
Jessica Laughlin Aye
Alicia Klein Aye
Daryle Morgan Absent
Margaret Watson Aye

Dr. Ward-Jackson, Senior School Director will provide a bi-weekly report to the board for participation levels in distance learning.

B. Internet Hotspots for Students

The school was to ensure that all students have access to the internet so that they can participate in distance learning.

Maricela Navarro made a motion to designate Alton B. Nelson Jr. and Damon Edwards to sign a contract, if needed, to acquire hotspots not to exceed \$15,000.

Esther Hugo seconded the motion.

The school should continue to explore all pathways for supporting families who do not have access to internet. The board **VOTED** to approve the motion.

Roll Call

Maricela Navarro Aye
Alicia Klein Aye
Margaret Watson Aye
Esther Hugo Aye
Burak Gursel Aye
Layla Naranjo Aye
Jessica Laughlin Aye
Daryle Morgan Absent

III. Closing Items

A. Schedule of Board of Directors Meetings 2019-2020

May board meeting will be held virtually and in the late afternoon.

B. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 12:48 PM.

Respectfully Submitted,
Elizabeth Martinez

Coversheet

FY 2020-2021 Budget

Section: IV. Action Items
Item: D. FY 2020-2021 Budget
Purpose: Vote
Submitted by: Hung Mai
Related Material: 2020-21 Central Office Budget.pdf
2020-21 School Budget-5.11.2020.pdf
Executive Summary 2020-21 Original Budget.pdf
Executive Summary - Government Revenues Outlook.pdf

BACKGROUND:

Education Code 42127 requires that Making Waves Academy files an adopted operating budget for all funds with Contra Costa County Office of Education by July 1, 2020. The Finance Committee has reviewed the 2020-21 budget and recommend the Board to approve the Budget for the Fiscal Year 2020-21.

RECOMMENDATION:

To review and approve the 2020-21 Budget. Fiscal Impact: \$28,125,697

**Making Waves Academy
Budget FY2021**

**MWAS (Central Office)
Original**

	A	B	C	H	K	L	M
	Account #	Account Title	FY2020 2nd Interim Budget (A)	FY2021 Original Budget (C)	Variance FY21 Original vs. FY20 2nd Interim (C-A)	% Variance (C) vs. (A)	Notes
2							
3		Income					
24	8981	Scully Related Entity (SRE)	4,265,378	3,059,127	(1,206,251)	-28%	
28	INCO.INC	Central Office (Revenue from Shared	1,068,715	1,068,715	-	0%	
29		Total Income	5,334,092	4,127,842	(1,206,251)	-23%	
30							
34							
35		Expenses					
40	1409	Certificated Special Temporary COLA	260,000	216,000	(44,000)	-17%	
42	2100	Classified Instructional Aide Salaries	90,102	100,772	10,670	12%	Adjusted Salaries for Teacher Resident versus Pro-Rated in 2nd Interim
44	2300	Classified Supervisor & Administrator	2,598,225	1,754,650	(843,575)	-32%	Variance from: <ul style="list-style-type: none"> • Eliminated Positions: • Sr. Director of Curriculum Instruction • Sr. Director of Elementary Learning • Managing Director of Learning and Teacher • Chief Operating Officer • Director of Compliance • Managing Director of Human Resources • Director of Human Resources • Director of Diversity and Inclusion
45	2400	Classified Clerical and Office Salaries	182,372	172,800	(9,572)	-5%	Variance from: <ul style="list-style-type: none"> • Eliminated Position • Operations Assistant • Talent Coordinator • Full year cost of Office Manager and HR Assistant, amount was pro-rated in interim
47		Total Salaries	3,130,700	2,244,222	(886,478)	-28%	
48	3101	Certificated STRS	104,854	109,521	4,667	4%	
49	3301	Certificated Social Security/Medicare	196,083	127,823	(68,260)	-35%	
50	3401	Certificated Health & Welfare Benefits	301,995	274,694	(27,301)	-9%	
51	3501	Certificated Unemployment Insurance	15,653	11,221	(4,432)	-28%	
52	3601	Certificated Workers Comp Insurance	40,699	29,175	(11,524)	-28%	
53	3701	Certificated Retirement Match	100,321	60,660	(39,661)	-40%	
54	3999	Accrued Paid Time Off	100,245	100,245	-	0%	
55		Total Benefits	859,850	713,339	(146,512)	-17%	
56		Total Salaries & Benefits	3,990,550	2,957,561	(1,032,990)	-26%	
57							

**Making Waves Academy
Budget FY2021**

**MWAS (Central Office)
Original**

	A	B	C	H	K	L	M
2	Account #	Account Title	FY2020 2nd Interim Budget (A)	FY2021 Original Budget (C)	Variance FY21 Original vs. FY20 2nd Interim (C-A)	% Variance (C) vs. (A)	Notes
59	4200	Books and Other Reference Materials	2,525	3,125	600	24%	
62	4330	Office Supplies	21,300	22,200	900	4%	
63	4390	Other Food	-	4,500	4,500		
64	4410	Furniture, Equipment & Supplies (non-	2,000	2,000	-	0%	
65	4420	Computers and IT Supplies (non-capit	21,200	37,290	16,090	76%	Increase to cover staff laptop replacements
68	4990	Contingency	50,000	100,000	50,000	100%	
69		Total Supplies	97,025	169,115	72,090	74%	
70	5210	Conference Fees	101,139	79,234	(21,905)	-22%	Reduction from Operations Department
71	5215	Travel - Mileage, Parking, Tolls	15,450	13,700	(1,750)	-11%	
72	5220	Travel - Airfare & Lodging	30,500	55,750	25,250	83%	
73	5225	Travel - Meals & Entertainment	14,200	21,865	7,665	54%	Increase to align with spending trends
74	5305	Professional Dues & Memberships	29,150	28,049	(1,101)	-4%	
80	5605	Equipment Leases and Rentals	8,000	6,200	(1,800)	-23%	
81	5610	Occupancy Rent	12,000	-	(12,000)	-100%	Not renting Blume Drive buildings, no need for line item
82	5612	Additional Facilities Use Fees	1,000	-	(1,000)	-100%	
86	5803	Accounting Fees	15,000	15,000	-	0%	
87	5804	Legal Fees	53,000	56,000	3,000	6%	
90	5810	Contracted Services	380,000	202,500	(177,500)	-47%	Reduction from Operations Department
92	5810.002	Student Information & Assessment	65,372	61,500	(3,872)	-6%	
94	5810.004	Intervention & Consultation	51,250	51,250	-	0%	
95	5810.005	Psychological Services	21,148	21,148	-	0%	
98	5810.008	Information Technology	106,704	101,770	(4,934)	-5%	
102	5820	Recruiting - Students	20,000	10,000	(10,000)	-50%	Reduction due to not expanding towards Pittsburg
103	5821	Printing and Reproduction	13,500	1,500	(12,000)	-89%	Reduction from Operations Department
105	5850	Staff Recruitment	167,804	128,200	(39,604)	-24%	Reduction from Talent Department due to not expanding towards Pittsburg
106	5851	Professional Development	81,500	101,500	20,000	25%	
107	5853	Payroll Processing Fees	30,000	30,000	-	0%	
110	5905	Company Cell Phones	23,200	14,000	(9,200)	-40%	Reduction of staff in MWAS
111	5910	Internet and Wifi	3,900	-	(3,900)	-100%	
112	5915	Postage and Delivery	700	-	(700)	-100%	
114	5992	Bank fees	2,000	2,000	-	0%	
117		Total Contract Services	1,246,517	1,001,166	(245,351)	-20%	
118							

**Making Waves Academy
Budget FY2021**

**MWAS (Central Office)
Original**

	A	B	C	H	K	L	M
					Variance FY21 Original vs. FY20 2nd Interim (C-A)	% Variance (C) vs. (A)	
2	Account #	Account Title	FY2020 2nd Interim Budget (A)	FY2021 Original Budget (C)			Notes
119		Total Salaries & Benefits	3,990,550	2,957,561	(1,032,990)	-26%	
120		Total Supplies	97,025	169,115	72,090	74%	
121		Total Contract Services	1,246,517	1,001,166	(245,351)	-20%	
122		Total Expenses	5,334,092	4,127,842	(1,206,251)	-23%	
123							
124		Net Income	0	0			

CHARTER SCHOOL
BUDGET REPORT - ALTERNATIVE FORM

CHARTER SCHOOL CERTIFICATION

Charter School Name: Making Waves Academy
(name continued) _____
CDS #: 07-10074-0114470
Charter Approving Entity: Contra Costa County
County: Contra Costa
Charter #: 0868
Fiscal Year: 2020/21

To the entity that approved the charter school:
(___) 2020/21 CHARTER SCHOOL BUDGET FINANCIAL REPORT -- ALTERNATIVE FORM: This report has been approved, and is hereby filed by the charter school pursuant to *Education Code* Section 47604.33.

Signed: _____ Date: _____
Charter School Official
(Original signature required)
Print Name: Alton B. Nelson, Jr. Title: Chief Executive Officer

To the County Superintendent of Schools:
(___) 2020/21 CHARTER SCHOOL BUDGET FINANCIAL REPORT -- ALTERNATIVE FORM: This report is hereby filed with the County Superintendent pursuant to *Education Code* Section 47604.33.

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

For additional information on the BUDGET, please contact:

<u>For Approving Entity:</u> <u>Bill Clark</u> Name <u>Associate Superintendent</u> Title <u>925-942-3310</u> Telephone <u>bclark@cccocoe.k12.us</u> E-mail address	<u>For Charter School:</u> <u>Alton B. Nelson, Jr.</u> Name <u>Chief Executive Officer</u> Title <u>510-262-1511</u> Telephone <u>anelson@mwacademy.org</u> E-mail address
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(___) 2020/21 CHARTER SCHOOL BUDGET FINANCIAL REPORT -- ALTERNATIVE FORM: This report verified for mathematical accuracy by the County Superintendent of Schools pursuant to *Education Code* Section 47604.33.

Signed: _____ Date: _____
District Advisor

**CHARTER SCHOOL
BUDGET REPORT - ALTERNATIVE FORM**

Charter School Name: Making Waves Academy
 (name continued) _____
CDS #: 07-10074-0114470
Charter Approving Entity: Contra Costa County
County: Contra Costa
Charter #: 0868
Budgeting Period: 2020/21

This charter school uses the following basis of accounting:

- Accrual Basis** (Applicable Capital Assets / Interest on Long-Term Debt / Long-Term Liabilities objects are 6900, 7438, 9400-9499, and 9660-9669)
 Modified Accrual Basis (Applicable Capital Outlay / Debt Service objects are 6100-6170, 6200-6500, 7438, and 7439)

Description	Object Code	Est. Actuals Prior Year	Current Budget Year		Total
			Unrest.	Rest.	
A. REVENUES					
1. LCFF Sources					
State Aid - Current Year	8011	6,221,287	6,196,834	0	6,196,834
Education Protection Account State Aid - Current Year	8012	1,659,651	1,603,576	0	1,603,576
State Aid - Prior Years	8019	0	0	0	0
Tax Relief Subventions (for rev. limit funded schools)	8020-8039				0
County and District Taxes (for rev. limit funded schools)	8040-8079				0
Miscellaneous Funds (for rev. limit funded schools)	8080-8089				0
Revenue Limit Transfers (for rev. limit funded schools):					
PERS Reduction Transfer	8092				0
Charter Schools Funding in Lieu of Property Taxes	8096	2,767,740	2,947,857		2,947,857
Other Revenue Limit Transfers	8091, 8097				0
Total, LCFF/Revenue Limit Sources		10,648,678	10,748,267	0	10,748,267
2. Federal Revenues					
No Child Left Behind	8290				0
Special Education - Federal	8181, 8182	122,640		130,920	130,920
Child Nutrition - Federal	8220	359,153		388,741	388,741
Other Federal Revenues	8110, 8260-8299	386,694		399,436	399,436
Total, Federal Revenues		868,487	0	919,097	919,097
3. Other State Revenues					
Charter Categorical Block Grant (8480 N/A per SBX3 - 4)	N/A				0
Special Education - State	StateRevSE	532,748		578,143	578,143
All Other State Revenues	StateRevAO	1,546,233	224,009	1,489,422	1,713,431
Total, Other State Revenues		2,078,981	224,009	2,067,565	2,291,574
4. Other Local Revenues					
All Other Local Revenues	LocalRevAO	9,025,821	9,695,268	393,650	10,088,918
Total, Local Revenues		9,025,821	9,695,268	393,650	10,088,918
5. TOTAL REVENUES					
		22,621,967	20,667,544	3,380,312	24,047,856
B. EXPENDITURES					
1. Certificated Salaries					
Certificated Teachers' Salaries	1100	4,157,153	4,036,698	666,923	4,703,621
Certificated Pupil Support Salaries	1200	489,666	558,281		558,281
Certificated Supervisors' and Administrators' Salaries	1300	1,327,858	1,253,772		1,253,772
Other Certificated Salaries	1900	447,407	247,511	227,609	475,120
Total, Certificated Salaries		6,422,084	6,096,262	894,532	6,990,794
2. Non-certificated Salaries					
Non-certificated Instructional Aides' Salaries	2100	535,762	441,295	195,074	636,369
Non-certificated Support Salaries	2200	689,320	637,891		637,891
Non-certificated Supervisors' and Administrators' Sal.	2300	358,362	727,858		727,858
Clerical and Office Salaries	2400	659,964	655,205		655,205
Other Non-certificated Salaries	2900	248,837	132,146		132,146
Total, Non-certificated Salaries		2,492,245	2,594,395	195,074	2,789,469

**CHARTER SCHOOL
BUDGET REPORT - ALTERNATIVE FORM**

Charter School Name: Making Waves Academy
(name continued) _____

Description	Object Code	Est. Actuals Prior Year	Current Budget Year		Total
			Unrest.	Rest.	
3. Employee Benefits					
STRS	3101-3102	1,031,817	1,171,118		1,171,118
PERS	3201-3202				0
OASDI / Medicare / Alternative	3301-3302	380,810	420,660		420,660
Health and Welfare Benefits	3401-3402	1,337,772	1,594,816		1,594,816
Unemployment Insurance	3501-3502	51,299	56,641		56,641
Workers' Compensation Insurance	3601-3602	133,378	147,267		147,267
OPEB, Allocated	3701-3702	0			0
OPEB, Active Employees	3751-3752	0			0
PERS Reduction (for revenue limit funded schools)	3801-3802	0			0
Other Employee Benefits	3901-3902	1,602,752	1,821,548		1,821,548
Total, Employee Benefits		4,537,828	5,212,050	0	5,212,050
4. Books and Supplies					
Approved Textbooks and Core Curricula Materials	4100	190,156	162,656		162,656
Books and Other Reference Materials	4200	3,000	3,000		3,000
Materials and Supplies	4300	319,875	250,195	21,680	271,875
Noncapitalized Equipment	4400	512,431	405,855		405,855
Food	4700	434,453	85,201	414,612	499,813
Total, Books and Supplies		1,459,915	906,907	436,292	1,343,199
5. Services and Other Operating Expenditures					
Subagreements for Services	5100	0			0
Travel and Conferences	5200	181,318	126,340	43,560	169,900
Dues and Memberships	5300	14,290	16,458		16,458
Insurance	5400	110,000	121,000		121,000
Operations and Housekeeping Services	5500	996,823	1,091,200		1,091,200
Rentals, Leases, Repairs, and Noncap. Improvements	5600	1,755,793	698,236	1,264,312	1,962,548
Professional/Consulting Services & Operating Expend.	5800	4,430,771	3,615,596	546,542	4,162,138
Communications	5900	145,900	114,100		114,100
Total, Services and Other Operating Expenditures		7,634,895	5,782,930	1,854,414	7,637,344
6. Capital Outlay (Objects 6100-6170, 6200-6500 - modified accrual basis)					
Sites and Improvements of Sites	6100-6170	0	0	0	0
Buildings and Improvements of Buildings	6200	0	0	0	0
Books and Media for New School Libraries or Major					
Expansion of School Libraries	6300	0	0	0	0
Equipment	6400	0	0	0	0
Equipment Replacement	6500	0	0	0	0
<i>Depreciation Expense (for full accrual basis only)</i>	6900	25,000	25,000	0	25,000
Total, Capital Outlay		25,000	25,000	0	25,000
7. Other Outgo					
Tuition to Other Schools	7110-7143				0
Transfers of Pass-through Revenues to Other LEAs	7211-7213				0
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE				0
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO				0
All Other Transfers	7281-7299				0
Debt Service:					
Interest	7438				0
Principal	7439				0
Total, Other Outgo		0	0	0	0
8. TOTAL EXPENDITURES		22,571,967	20,617,544	3,380,312	23,997,856
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPEND. BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)		50,000	50,000	0	50,000

**CHARTER SCHOOL
BUDGET REPORT - ALTERNATIVE FORM**

Charter School Name: Making Waves Academy
(name continued) _____

Description	Object Code	Est. Actuals Prior Year	Current Budget Year		Total
			Unrest.	Rest.	
D. OTHER FINANCING SOURCES / USES					
1. Other Sources	8930-8979				0
2. Less: Other Uses	7630-7699				0
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999				0
4. TOTAL OTHER FINANCING SOURCES / USES		0	0	0	0
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)		50,000	50,000	0	50,000
F. FUND BALANCE, RESERVES					
1. Beginning Fund Balance					
a. As of July 1	9791	3,627,834	3,677,834		3,677,834
b. Adjustments to Beginning Balance	9793, 9795	0	0		0
c. Adjusted Beginning Balance		3,627,834	3,677,834	0	3,677,834
2. Ending Fund Balance, June 30 (E + F.1.c.)		3,677,834	3,727,834	0	3,727,834
Components of Ending Fund Balance					
a. Nonspendable					
Revolving Cash	9711				0
Stores	9712				0
Prepaid Expenditures	9713				0
All Others	9719				0
b. Restricted	9740			0	0
c. Committed					
Stabilization Arrangements	9750				0
Other Commitments	9760				0
d. Assigned					
Other Assignments	9780				0
e. Unassigned/Unappropriated					
Reserve for Economic Uncertainties	9789				0
Unassigned / Unappropriated Amount	9790	3,677,834	3,727,834	0	3,727,834

**CHARTER SCHOOL
MULTI-YEAR PROJECTION - ALTERNATIVE FORM**

Charter School Name: Making Waves Academy
 (name continued) _____
CDS #: 07-10074-0114470
Charter Approving Entity: Contra Costa County
County: Contra Costa
Charter #: 0868
Fiscal Year: 2020/21

This charter school uses the following basis of accounting:

- Accrual Basis** (Applicable Capital Assets / Interest on Long-Term Debt / Long-Term Liabilities objects are 6900, 7438, 9400-9499, and 9660-9669)
 Modified Accrual Basis (Applicable Capital Outlay / Debt Service objects are 6100-6170, 6200-6500, 7438, and 7439)

Description	Object Code	FY 2020/21			Totals for 2021/22	Totals for 2022/23
		Unrestricted	Restricted	Total		
A. REVENUES						
1. LCFF Sources						
State Aid - Current Year	8011	6,196,834	0	6,196,834	6,669,934	7,419,675
Education Protection Account State Aid - Current Year	8012	1,603,576	0	1,603,576	1,859,394	1,953,582
State Aid - Prior Years	8019	0	0	0		
Tax Relief Subventions (for rev. limit funded schools)	8020-8039	0	0	0		
County and District Taxes (for rev. limit funded schools)	8040-8079	0	0	0		
Miscellaneous Funds (for rev. limit funded schools)	8080-8089	0	0	0		
Revenue Limit Transfers (for rev. limit funded schools):						
PERS Reduction Transfer	8092	0	0	0		
Charter Schools Funding in Lieu of Property Taxes	8096	2,947,857	0	2,947,857	3,093,764	3,250,478
Other Revenue Limit Transfers	8091, 8097	0	0	0		
Total, LCFF/Revenue Limit Sources		10,748,267	0	10,748,267	11,623,092	12,623,735
2. Federal Revenues						
No Child Left Behind	8290	0	0	0	0	0
Special Education - Federal	8181, 8182	0	130,920	130,920	141,124	152,454
Child Nutrition - Federal	8220	0	388,741	388,741	419,038	452,680
Other Federal Revenues	8110, 8260-8299	0	399,436	399,436	430,567	465,134
Total, Federal Revenues		0	919,097	919,097	990,729	1,070,268
3. Other State Revenues						
Charter Categorical Block Grant (8480 N/A thru 2014/15 - SBX3-4)	N/A	0	0	0		
Special Education - State	StateRevSE	0	578,143	578,143	623,202	673,234
All Other State Revenues	StateRevAO	224,009	1,489,422	1,713,431	1,833,134	1,966,049
Total, Other State Revenues		224,009	2,067,565	2,291,574	2,456,336	2,639,283
4. Other Local Revenues						
All Other Local Revenues	LocalRevAO	9,695,268	393,650	10,088,918	9,697,634	9,176,039
Total, Local Revenues		9,695,268	393,650	10,088,918	9,697,634	9,176,039
5. TOTAL REVENUES						
		20,667,544	3,380,312	24,047,856	24,767,791	25,509,325
B. EXPENDITURES						
1. Certificated Salaries						
Certificated Teachers' Salaries	1100	4,036,698	666,923	4,703,621	4,844,729	4,990,070
Certificated Pupil Support Salaries	1200	558,281	0	558,281	575,029	592,280
Certificated Supervisors' and Administrators' Salaries	1300	1,253,772	0	1,253,772	1,291,385	1,330,127
Other Certificated Salaries	1900	247,511	227,609	475,120	489,374	504,055
Total, Certificated Salaries		6,096,262	894,532	6,990,794	7,200,517	7,416,532
2. Non-certificated Salaries						
Non-certificated Instructional Aides' Salaries	2100	441,295	195,074	636,369	655,460	675,124
Non-certificated Support Salaries	2200	637,891	0	637,891	657,028	676,739
Non-certificated Supervisors' and Administrators' Sal.	2300	727,858	0	727,858	749,694	772,185
Clerical and Office Salaries	2400	655,205	0	655,205	674,862	695,106
Other Non-certificated Salaries	2900	132,146	0	132,146	136,110	140,194
Total, Non-certificated Salaries		2,594,395	195,074	2,789,469	2,873,154	2,959,348

**CHARTER SCHOOL
MULTI-YEAR PROJECTION - ALTERNATIVE FORM**

Charter School Name: Making Waves Academy
(name continued) _____

Description	Object Code	FY 2020/21			Totals for 2021/22	Totals for 2022/23
		Unrestricted	Restricted	Total		
3. Employee Benefits						
STRS	3101-3102	1,171,118	0	1,171,118	1,206,251	1,242,439
PERS	3201-3202	0	0	0	0	0
OASDI / Medicare / Alternative	3301-3302	420,660	0	420,660	433,280	446,278
Health and Welfare Benefits	3401-3402	1,594,816	0	1,594,816	1,642,660	1,691,940
Unemployment Insurance	3501-3502	56,641	0	56,641	58,341	60,091
Workers' Compensation Insurance	3601-3602	147,267	0	147,267	151,685	156,236
OPEB, Allocated	3701-3702	0	0	0	0	0
OPEB, Active Employees	3751-3752	0	0	0	0	0
PERS Reduction (for revenue limit funded schools)	3801-3802	0	0	0	0	0
Other Employee Benefits	3901-3902	1,821,548	0	1,821,548	1,876,194	1,932,480
Total, Employee Benefits		5,212,050	0	5,212,050	5,368,411	5,529,464
4. Books and Supplies						
Approved Textbooks and Core Curricula Materials	4100	162,656	0	162,656	167,536	172,562
Books and Other Reference Materials	4200	3,000	0	3,000	3,090	3,183
Materials and Supplies	4300	250,195	21,680	271,875	280,031	288,432
Noncapitalized Equipment	4400	405,855	0	405,855	418,031	430,572
Food	4700	85,201	414,612	499,813	514,807	530,252
Total, Books and Supplies		906,907	436,292	1,343,199	1,383,495	1,425,001
5. Services and Other Operating Expenditures						
Subagreements for Services	5100	0	0	0	0	0
Travel and Conferences	5200	126,340	43,560	169,900	174,997	180,247
Dues and Memberships	5300	16,458	0	16,458	16,952	17,460
Insurance	5400	121,000	0	121,000	124,630	128,369
Operations and Housekeeping Services	5500	1,091,200	0	1,091,200	1,123,936	1,157,654
Rentals, Leases, Repairs, and Noncap. Improvements	5600	698,236	1,264,312	1,962,548	2,021,425	2,082,068
Professional/Consulting Services and Operating Expend.	5800	3,615,596	546,542	4,162,138	4,287,002	4,415,610
Communications	5900	114,100	0	114,100	117,522	121,049
Total, Services and Other Operating Expenditures		5,782,930	1,854,414	7,637,344	7,866,464	8,102,457
6. Capital Outlay (Objects 6100-6170, 6200-6500 for mod. accrual basis)						
Sites and Improvements of Sites	6100-6170	0	0	0	0	0
Buildings and Improvements of Buildings	6200	0	0	0	0	0
Books and Media for New School Libraries or Major Expansion of School Libraries	6300	0	0	0	0	0
Equipment	6400	0	0	0	0	0
Equipment Replacement	6500	0	0	0	0	0
Depreciation Expense (for full accrual only)	6900	25,000	0	25,000	25,750	26,523
Total, Capital Outlay		25,000	0	25,000	25,750	26,523
7. Other Outgo						
Tuition to Other Schools	7110-7143	0	0	0		
Transfers of Pass-through Revenues to Other LEAs	7211-7213	0	0	0		
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE	0	0	0		
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO	0	0	0		
All Other Transfers	7281-7299	0	0	0		
Debt Service:						
Interest	7438	0	0	0		
Principal	7439	0	0	0		
Total, Other Outgo		0	0	0	0	0
8. TOTAL EXPENDITURES		20,617,544	3,380,312	23,997,856	24,717,791	25,459,325
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPEND. BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)		50,000	0	50,000	50,000	50,000

**CHARTER SCHOOL
MULTI-YEAR PROJECTION - ALTERNATIVE FORM**

Charter School Name: Making Waves Academy
(name continued) _____

Description	Object Code	FY 2020/21			Totals for 2021/22	Totals for 2022/23
		Unrestricted	Restricted	Total		
D. OTHER FINANCING SOURCES / USES						
1. Other Sources	8930-8979	0	0	0	0	0
2. Less: Other Uses	7630-7699	0	0	0	0	0
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999	0	0	0	0	0
4. TOTAL OTHER FINANCING SOURCES / USES		0	0	0	0	0
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)		50,000	0	50,000	50,000	50,000
F. FUND BALANCE, RESERVES						
1. Beginning Fund Balance						
a. As of July 1	9791	3,677,834	0	3,677,834	3,727,834	3,777,834
b. Adjustments to Beginning Balance	9793, 9795	0	0	0		
c. Adjusted Beginning Balance		3,677,834	0	3,677,834	3,727,834	3,777,834
2. Ending Fund Balance, June 30 (E + F.1.c.)		3,727,834	0	3,727,834	3,777,834	3,827,834
Components of Ending Fund Balance						
a. Nonspendable						
Revolving Cash	9711	0		0		
Stores	9712	0	0	0		
Prepaid Expenditures	9713	0	0	0		
All Others	9719	0	0	0		
b. Restricted	9740		0	0		
c. Committed						
Stabilization Arrangements	9750	0		0		
Other Commitments	9760	0		0		
d. Assigned						
Other Assignments	9780	0		0		
e. Unassigned/Unappropriated						
Reserve for Economic Uncertainties	9789	0	0	0		
Undesignated / Unappropriated Amount	9790	3,727,834	0	3,727,834	3,777,834	3,827,834



Executive Summary for FY 2020-21 Original Budget Report

May 21, 2020

2020-21 Original Budget Report Overview

The **Original Budget Report** is required by the California Department of Education (CDE) each year. Making Waves Academy (MWA) must submit the Original Budget for review to its charter authorizer, the Contra Costa County Office of Education (CCCOE), by June 30th, 2020. CCCOE reviews and then submits the report to the California Department of Education (CDE).

Making Waves Academy revenues and expenditures are subject to change – based on occasional changes in state and federal revenues during the school year as well as unforeseen changes in expenditures at MWA. The CDE requires all public schools to revise their budgets two times during the school year. MWA is required to project revenue and expenditure changes through fiscal year-end on each of these reports. Process is as follows:

- The MWA Finance staff identifies any proposed mid-year changes in revenue from federal, state, or local sources.
- The MWA Finance staff meets with budget managers to discuss and agree upon any projected or actual changes in expenditures for the remainder of the school year.
- The Finance Advisory Committee reviews proposed revisions and makes a recommendation to the MWA Board.
- The MWA Board reviews, considers the recommendation from the Finance Advisory Committee, and approves the revised budgets.
- The MWA Finance staff submits the **1st Interim Budget** in December and the **2nd Interim Budget** in March.

Annual Budget Cycle

	Adopted Budget	1 st Interim Budget	2 nd 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 the Original Budget

The following items highlight the key changes from 2019-20 2nd Interim, which is considered most updated projected actuals for 2019-20 as of now, to 2020-21 Original Budget:

- 1. Government Revenues** – Before the health crisis, we estimated state revenues to increase by more than \$1.1 million due to the enrollment increase and the 2.29% COLA based on the Governor’s January budget proposal. Due to current economic uncertainties, we project state revenues per pupil to decrease 5% from the 2019-20 LCFF rate (see Executive Summary on Government Revenues Outlook for details), even though the total government revenues will still increase slightly because of the enrollment growth.
- 2. Donations** - Donations projected to decrease by \$199,316 based on the actual donations received in 2019-20.
- 3. Cost Cutting** – We eliminated the salary COLA increase for all staff, and reduced operational budgets across all departments despite the enrollment growth.



- 4. **Re-Organization** – We eliminated some existing positions, but added a few new positions to support the re-organization effort.
- 5. **Extra Teachers** – We added four extra teachers to mitigate the impact of teacher vacancies.
- 6. **Special Education** – We added one special education teacher, two special education aides and also increased contracted services for the Special Education program.

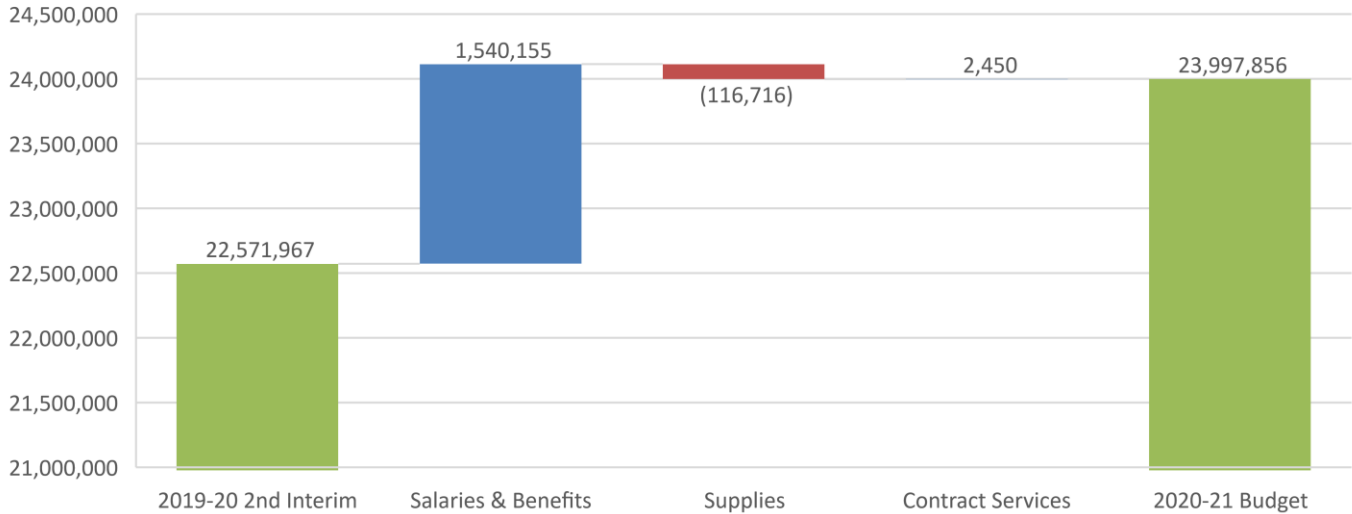
The projected 2020-21 **increases in expenditures (\$219,638, or 1%)** for MWA/MWAS, and **decreases in donations (\$199,316, or 13%)** are almost offset by **government revenues increases (\$381,315, or 3%)**, resulting in **minimal increases from SRE contributions (37,639, or 0.3%)**.

**2020-21 Original Budget Summary
Richmond**

Location	2nd Interim 2019-20 Budget	Original 2020-21 Budget	\$ Variance	% Variance
Revenues				
Government	\$13,871,273	\$14,252,588	\$381,315	3%
Donation	\$1,514,316	\$1,315,000	-\$199,316	-13%
SRE	\$7,236,378	\$8,480,268	\$1,243,890	17%
Total Revenues	\$22,621,967	\$24,047,856	\$1,425,889	6%
Expenses				
Salaries/Benefits	\$13,452,157	\$14,992,312	\$1,540,155	11%
Supplies	\$1,459,915	\$1,343,199	\$(116,716)	-8%
Contract Services	\$7,659,895	\$7662,345	\$2,450	0%
Total Expenses	\$22,571,967	\$23,997,856	\$1,425,889	6%
Revenues - Government per ADA	\$14,140	\$13,613	-\$527	-4%
Expenses – Cost per Student (Exclude CO Fees)	\$21,040	\$21,017	-\$24	0%

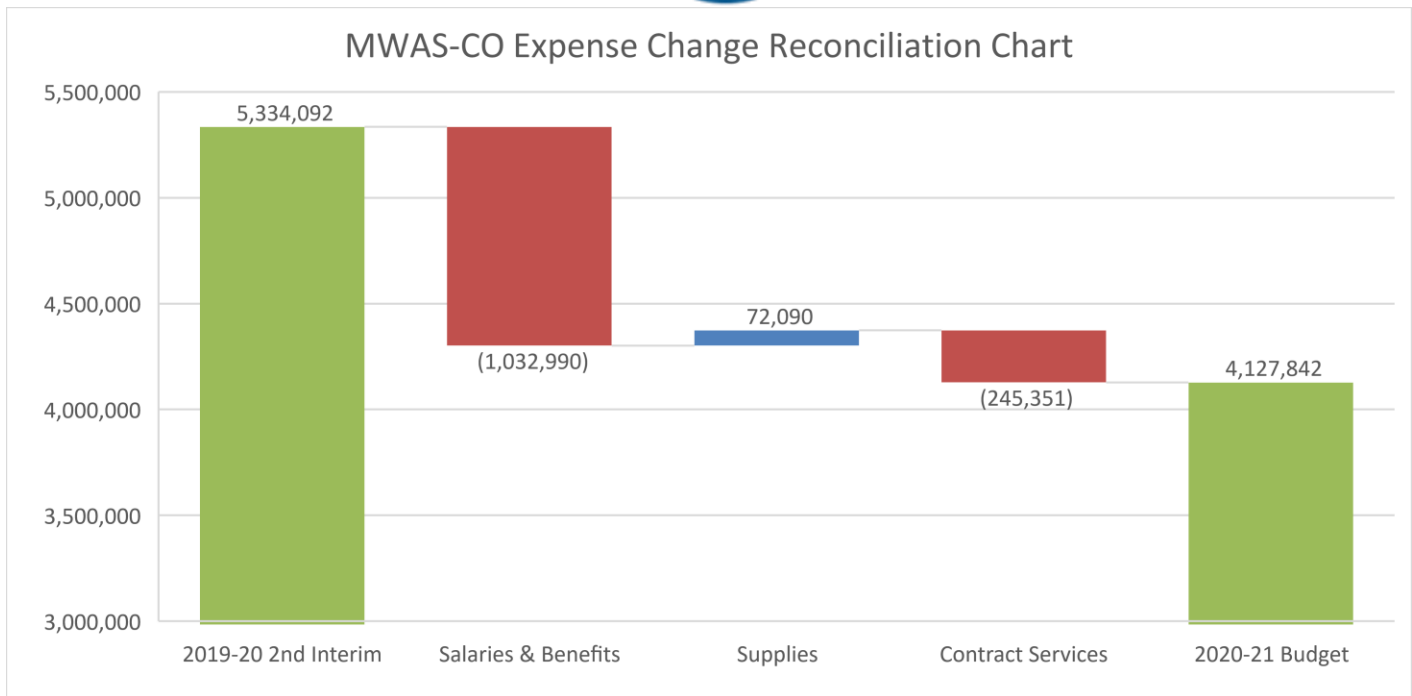


MWA Richmond Expense Change Reconciliation Chart



2020-21 Original Budget Summary Central Office

Location	2nd Interim Budget	Original 2020-21 Budget	\$ Variance	% Variance
Revenues				
SRE	\$4,265,378	\$3,059,127	-\$1,206,251	-28%
Central Office (Shared Services Allocation)	\$1,068,715	\$1,068,715	\$0	0%
Total Revenues	\$5,334,092	\$4,071,897	-\$1,262,196	-23%
Expenses				
Salaries/Benefits	\$3,990,550	\$2,957,561	-\$1,032,990	-26%
Supplies	\$97,025	\$169,115	\$72,090	74%
Contract Services	\$1,246,517	\$1,001,166	-\$245,351	-20%
Total Expenses	\$5,334,092	\$4,127,842	-\$1,206,251	-23%



2020-21 Original Budget Changes from 2019-20 Second Interim Budget Report:

RICHMOND EXPENDITURES: 2020-21 TOTAL CHANGES – INCREASED BY \$1,425,889 (6%)

I. Salaries and Benefits - Increased by \$1,540,115 (11%)

- Added back pro-rated salaries for eight vacant positions
- No COLA increase for all staff and eliminated Year-Bonus.
- Saved on eliminated positions
 1. Middle School Director
 2. Upper School Director
 3. Middle School Associate Director
 4. Part-Time Bus and Site monitors
 5. Applied Technology Coordinator
 6. Operations Coordinator
 7. Executive Assistant
 8. Associate Dean of Students
 9. Intervention Services Coordinator
- Added new positions
 1. Senior Director of Academic Instruction
 2. Director of Holistic Support
 3. Director of Academic Services
 4. Four extra teachers
 5. Facilities Manager
 6. Custodian
 7. Special Ed Teacher



- 8. Two Special Ed Aides
- 9. Assistant Sub-Coordinator

II. Supplies - Decreased by **-\$116,716 (-8%)**

- Decreased SPED Department textbook budget, already budgeted in the Day School
- Decreased Instructional Supplies and office supplies
- Decreased IT supplies
- Increased student food due to the enrollment increase

III. Contract Services - Increased by **\$2,450 (0%)**

- Decreased conference fees
- Decreased nurse contract services as we will hire a nurse
- Decreased substitute teachers due to hire four extra teachers
- Increased utility budget to reflect actual expenses incurred in 2019-20
- Increased cleaning service and supplies to disinfect school due to COVID-19
- Increased rent for rent reimbursement SB740
- Increased Special Education Contract

CENTRAL OFFICE EXPENDITURES: 2020-21 TOTAL CHANGES – DECREASED BY **\$1,206,251 (-23%)**

I. Salaries and Benefits - Decreased by **\$1,032,990 (-26%)**

- Saved on eliminated positions
 1. Operations Assistant
 2. Chief Operating Officer
 3. Managing Director of Human Resources
 4. Director of Human Resources
 5. Director of Compliance
 6. Senior Director of Curriculum and Instruction
 7. Senior Director of Elementary Learning
 8. Managing Director of Learning and Teacher
 9. Director of Diversity and Inclusion
 10. Talent Coordinator

II. Supplies – Increased by **\$72,090 (74%)**

- Increased budget to support staff laptops replacement
- Increased contingency

III. Contract Services - Decreased by **\$245,351 (-20%)**

- Decreased conference fees
- Decreased contract services
- Decreased staff recruitment



Summary

Overall, Making Waves Academy **increased** the 2020-21 budget by **\$219,638** or **1%** from the 2019-20 second interim budget.

- Saved on eliminated positions
- Added new positions to support the re-organization
- Added four additional teachers to mitigate the impact of teacher vacancies
- Increased Special Education support



Executive Summary on Government Revenues Outlook

May 21, 2020

Massive job losses and an abrupt halt to economic activity make it clear that we have entered a recession, according to Legislative Analyst Gabriel Petek, speaking on April 16th at the hearing of the new Senate Special Budget Subcommittee on COVID-19 Response. While neither the Analyst nor Newsom's staff offered specific figures, they did offer the following key points as summarized by Charter School Development Center (CSDC):

- The State of California is “likely facing a potentially significant budget problem” and revenues will be “insufficient to cover existing service levels.”
- The sudden nature of the economic downturn, combined with its late spring timing and the delay in the income tax filing deadline from April to July 15, will make it difficult for the state to estimate its revenues during this important budgeting season.
- Hope for a short, “V-shaped” recession where the sudden downturn is followed by a rapid recovery are fast fading.
- Past experiences with recessions indicate that the recession “will last several budget cycles” starting with the current 2019-20 fiscal year and perhaps lasting beyond 2020-21.
- A recession reflecting typical post-war economic cycles would cost the state an estimated \$50 billion in revenues. Preliminary data on this new recession, however, indicates that the new recession could be significantly worse than a typical one, and perhaps on par with the Great Recession during 2008-10, costing the state \$35 billion in the current year and \$85 billion in subsequent years.
- The extent of the economic downturn is likely dependent on two major, unknown factors: (1) the path taken by the Coronavirus and (2) the federal government's response.
- A more optimistic scenario would result in a “U-shaped” recession curve, where the virus dissipates over the summer and the economy recovers sharply starting late this year.
- A less optimistic scenario is where the virus initially dissipates, but roars back in the fall leading to a longer, “L-shaped” recession curve with a more delayed recovery.
- The federal response, principally including the CARES Act's \$2.2 trillion stimulus, is helpful and further federal aid could prove critical to economic recovery. The federal role is critical because the federal government can both borrow and print money whereas the state is prohibited from doing so per the California Constitution.



School funding is in a very precarious situation in California, notwithstanding the state's substantial budget reserves. Though it's still much too early to know the specific impact that COVID-19 will have on school funding, the following points seem increasingly clear based on CSDC's analysis:

- Substantial funding cuts, as well as intra- and inter-year funding deferrals for public schools in California are a distinct possibility.
- The specific depth and timing of the cuts is unknown.
- Due to the lack of information about state revenues and the depth/severity of the new recession, the state likely will develop and adopt a “workload” budget in May and June for the 2020-21 fiscal year. It likely will substantially revise the budget after the start of the fiscal year, perhaps in August, after the deferred April 15 income taxes are due in July. **Given this odd budgeting cycle, we are proposing this budget with very limited revenue data. It is likely we will come back with a revised budget proposal once the government revenue is settled in later summer/early fall.**
- Some of the impact of the recession may be mitigated by recent and future federal aid, though the amount and targeting of future aid remains unclear. Schools that participate in the federal Title I aid program should receive the federal aids. **However, due to the uncertainty of the amount, we did not budget any federal revenue increase for FY20-21.**
- Where CSDC previously suggested modeling relatively modest cuts assuming a “V-shaped” recession curve, CSDC now suggests modeling a “less pessimistic,” zero COLA scenario and a “more pessimistic” (e.g., 10-20 percent cut) range for 2020-21, until the revenue picture clarifies.
- Based on the advice from CCCOE, **we are assuming a state revenue scenario somewhere between the “less pessimistic” and “more pessimistic” ones, i.e., zero COLA and 5 percent cut from FY20-21 LCFF rate, while assuming no additional federal funding.**
- Congress is expected to approve a second round of the Payroll Protection Program (PPP) with a total funding of \$484 billion soon. The charter community is optimistic that the loan will be treated as a grant instead of a loan (due to the forgiveness). Since there are still a lot of uncertainties about the funding availability, approval process, and how to calculate the forgiveness amount, we are not counting the potential “grant” in the proposed budget.

Coversheet

LCAP Operations Update

Section: IV. Action Items
Item: E. LCAP Operations Update
Purpose: Vote
Submitted by: Elizabeth Martinez
Related Material: COVID-19 Operations Report_MWA_05142020.pdf

BACKGROUND:

The governor of CA signed Executive Order N-56-20 which extended the deadline for adoption of the 2020–21 LCAP and the Budget Overview to for parents from July 1, 2020, to December 15, 2020 due to the COVID-19 pandemic. The deadline was extended to make sure schools could meaningfully engage with stakeholders through the School Site Council (SSC). The SSC will fulfill their duty of reviewing the annual LCAP in the fall when we can resume some normal operations. However, the school is required to submit a shorter Operations Report which should be adopted at the same board meeting where the FY2020-21 Budget is approved. The requirements for that report can be found here: <https://www.cde.ca.gov/re/lc/documents/covid19rprtguidance.pdf>.

RECOMMENDATION:

We recommend that the board adopts MWA's LCAP Operations Update.

COVID-19 Operations Written Report - Making Waves Academy

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone	Date of Adoption
Making Waves Academy (MWA)	Elizabeth Martinez, Chief of Staff	emartinez@mwacademy.org , 510-227-9856	05/21/2020

Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broader understanding of the changes your LEA has put in place. LEAs are strongly encouraged to provide descriptions that do not exceed 300 words.

Provide an overview explaining the changes to program offerings that the LEA has made in response to school closures to address the COVID-19 emergency and the major impacts of the closures on students and families.

On March 12th, 2020 the MWA Board of Directors voted to close the campus effective March 16th, 2020 in response to the COVID-19 pandemic and the school initiated a shift to Distance Learning which began on March 18th, 2020. At that time, we were planning for an extended closure with a potential return in April 2020. Following guidance from our local county health officials and the Contra Costa County Office of Education, the MWA Board voted on April 9, 2020 to close the campus and continue Distance Learning for the remainder of the 2019-2020 Academic Year. The areas of focus during planning and implementation are:

Continuity of Learning Plan: Prior to the school closure, instructional leadership began developing a Continuity of Learning Plan to inform our approach to distance learning during the school closure. The final plan was aimed at maintaining a high degree of rigor, continuing to teach new standards-based content, and to maintain letter grades on assessments, and transcripts. The plan was launched on Wednesday, March 18th just two days after the campus was closed.

Communication: Strong communication with our students and families is a key way that we are engaging at this time. Additionally, this high level of communication doubles as a form of engagement with their school during a season where we are fully remote. Here are a few ways that we are staying connected: automated calls home, text messages & emails home, meal distribution drive-thru (learning packet distribution, flyers), student emails & instant messages, video messages, Zoom meetings with student leaders, and Zoom Office Hours. School officials maintain consistent communication with CCCOE staff on updates, and that we post critical updates on this dedicated COVID-19: webpage. <https://www.makingwavesacademy.org/about-us/covid-19-making-waves-academy-student-family-updates>.

Meal Distribution: MWA began distributing meals to all students (MWA and Non-MWA) every Monday and Wednesday from 11-1pm in a “drive-thru” operation. As of May 11th, 2020, MWA has served over 15,000 meals.

Data Collection: Our Managing Director of IT and Applied Technology Director, Directors of Curriculum, and Director of Data and Assessment are collaborating to track the following metrics: work completion rate, participation in distance learning activities, parent phone calls, paper vs. digital engagement, and Student Support Team communication to students and families, as well as overall experience with Distance Learning.

Provide a description of how the LEA is meeting the needs of its English learners, foster youth and low-income students.

We remain committed to our most critical and vulnerable Learners and families during this time of distance learning. Our Student Support Services Team (S3T) is comprised of Deans, Social Workers, Coordinators and Directors. Together they oversee the continuity of support services during Distance Learning; they worked together to modify our programming for an online delivery and launched their plan on March 26th, 2020 after they ensured all legal and compliance requirements were met for providing services such as telehealth. Additionally, our Social Workers created a very comprehensive document intended to be a resource to families who are seeking out support, whether it's needing groceries, support with housing, talking to kids about COVID-19 or using Restorative Practices within the home.

English Learners and students with Individualized Education Plans (IEPs) are considered when planning curriculum, office hours and family phone calls. Teachers partner with Resource Specialist Teachers and the Director of Special Education to collaborate around accommodating assignments and implementing IEPs. All teachers are asked to prioritize parent communication for these student populations.

Provide a description of the steps that have been taken by the LEA to continue delivering high-quality distance learning opportunities.

Engagement varies depending on multiple factors: personal preference, personal need, ELD designation, tier designation, Special Education designation, as well as student's ability and desire to join the zoom calls. We offer a plethora of opportunities to engage with adults and peers throughout the week and work to advertise various supports to ensure high participation for all students. Teachers conduct weekly synchronous Zoom office hours to teach mini lessons, check for understanding and provide whole group feedback. Students have the ability to access online office hours for 6-7 hours throughout the week from their core teachers.

1. Teachers hold weekly one-on-one check ins with specific students who either request or require additional support.
2. Interventionists facilitate math mini-lessons multiple times throughout the week for students on their caseloads.
3. Our ELD Coordinator connects frequently with EL students and their families to case manage in connection to their reclassification goals.
4. Some students have opted to form study groups and hold each other accountable to attending daily zoom sessions.

In addition to online learning, students who may have technical challenges with their Chromebook or internet connection/access, have access to printed paper learning packets. These packets are distributed every three weeks and are aligned to the standards for each course. Support for students using paper packets includes phone calls with classroom teachers, RSP teachers, deans and interventionists.

Platforms Used

MWA began providing Chromebooks to all students in August 2018 therefore, students already have REPs (Routines, Expectations and Procedures) around Digital Citizenship and our Learning Management Systems (LMS) which include Google Classroom and Canvas. Our LMS holds all of our assignments, lessons, slide shows, videos and zoom links. It is the central location for Distance Learning. Because we have been using this technology for some time, our teachers have also become accustomed to specific supplemental tools that they infuse with their practice. Some favorites are as follows: 1) Screencastify: A tool that aids teachers in videotaping themselves teaching a lesson. This tool allows for students to participate in a lesson at their convenience 2) NewsELA: A tool that allows students to read articles and take a comprehension quiz and 3) Khan Academy: An online math-learning platform.

Provide a description of the steps that have been taken by the LEA to provide school meals while maintaining social distancing practices.

As referenced above, MWA began distributing meals to all students (MWA and Non-MWA) every Monday and Wednesday from 11-1pm in a “drive-thru” operation. As of May 11th, 2020, MWA has served over 15,000 meals.

- Meals can be picked up at the MWA campus using a “curbside” pick up system with essential MWA staff implementing safety protocols
- Participants remain in their vehicles and the staff distributing the meals are equipped with Personal Protective Equipment (PPE)
- The Wednesday meals include enough food to extend through the weekend

Provide a description of the steps that have been taken by the LEA to arrange for supervision of students during ordinary school hours.

Does not apply to MWA as we are not providing supervision for students at this time.

California Department of Education
May 2020

Coversheet

2020-2021 Student-Parent/Guardian Handbook

Section: IV. Action Items
Item: F. 2020-2021 Student-Parent/Guardian Handbook
Purpose: Vote
Submitted by: Elizabeth Martinez
Related Material: Student_MWA Handbook_20-21_05152020.pdf

BACKGROUND:

This version was reviewed by the Deans, Social Workers, Director of Special Education, Director of School Operations, and the Board President. The theme for the year was Alignment 2.0! The school worked collaboratively on dress code, behavior management and other school-wide policies that are enforced by multiple departments. Below is a list of changes that were made to the 2020-2021 handbook: 1) School-wide alignment on dress code, attendance, and behavior management 2) Overhaul of Behavior Management and Restorative Justice Practices 3) Use of gender neutral language and pronouns 4) Most compliance policies and annual notifications were moved to an appendices section Updated Policies: 1) Nutrition Policy 2) Outdoor Expectations 3) Visitor Policy 4) Suicide Prevention

RECOMMENDATION:

We recommend the board approves the 2020-2021 handbook.



Making Waves Academy
Student-Parent/Guardian Handbook
2020-21

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Mission, History and Values

Mission

Making Waves Academy (“MWA”) 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.

History

In 1989 John Scully, Managing Director of the investment firm SPO Partners, had a vision. He shared this vision with the late Reverend Eugene Farlough, Pastor of Sojourner Truth Presbyterian Church in Richmond. Together they created Making Waves, an organization, to support the health, well-being, education and pre-career development of urban children. Mr. Scully’s vision grew out of his observation that the disparity in educational opportunities available to some children and those available to others was increasing at an alarming rate and that the disparity was most often related to race, ethnicity and socio-economic status. He concluded that unless innovative programs were created to support and augment the efforts of certain public school systems, this circumstance would continue to worsen, resulting in millions of Americans lacking the skills required to provide an adequate quality of life for themselves, their families and their communities.

Making Waves has grown dramatically since then. From its origins as an after-school program, it evolved into two entities: MWA, a public charter school founded by Mr. Scully and his wife Regina in 2007 to offer a comprehensive, holistic program, including rigorous academics, social-emotional learning, mental health services, transportation, and college access counseling; and Making Waves Foundation, which supports students through college and early career development. Today, MWA serves over 1,000 underserved students in 5th-12th grades at its state-of-the-art campus. In 2015 the first class of high school graduates—12th Wave—headed off to college and many of them have already received their bachelor’s degrees.

Core Values

During the 2013-14 school year, as part of the WASC Accreditation renewal process, the MWA community went through an inclusive process of refining MWA's Core Values. MWA's Core Values are:



Community

We combine our intellect and critical thinking to support each other and make healthy choices for ourselves and positive changes in our community.



Resilience

We are agents of change, who, through hard work and perseverance, have the power to define ourselves and to control our destiny.



Respect

We believe each person is valuable and we demonstrate respect by following our community norms.



Responsibility

We have integrity; we are accountable for our decisions and actions and their impact on self and community.



Scholarship

We are life-long learners who aspire to and achieve academic excellence.

MWA Expectations

MWA is committed to educating students in an environment of safety, behavior management, and high standards for all. Self-behavior management is necessary for each student's success in school and within the community. MWA's goal is to facilitate the development of student's behavior management with the support of students, parents, and staff. In order to effectively develop, implement, and support school-wide behavior management, all parties must work in partnership to achieve this goal.

Student Expectations

In order to assist you in creating a more meaningful experience, achieving success, and making positive contributions to your community, Wave-Makers are expected to:

- Know, understand, and follow all rules and regulations.
- Interact with other students, faculty, and staff in a respectful and positive manner.
- Accept fair and consistent behavior management.
- Work hard to develop an intellectual understanding of the Core Values.
- Understand that harmful conduct to self or to others is not allowed.
- Respect and care for the property of self, others and school.
- Show consideration for peers, adults and self.

Each student must read, sign, and return the Student Commitment Form and Acknowledgment Form

Parent/Guardian Expectations

Family involvement is essential to the MWA community and student development and achievement. While not required for admission or enrollment, parents/guardians play a vital role in the ongoing success of our school and our students and are encouraged to volunteer at MWA. For information regarding volunteering opportunities please contact MWA administration. . MWA parents/guardians are encouraged to:

- Be active partners with us.
- Model the Core Values we aim to instill in our students.
- Work with school officials to resolve any behavior management incident in a patient, objective, and fair manner.
- Review and sign off on assessments and class assignments, as assigned by the teacher.
- Attend parent/guardian conferences and school meetings.
- Actively monitor and assist with student progress.
- Communicate with all MWA staff in a professional and respectful manner.
- Reinforce MWA's academic and behavioral standards at home.
- Help with special events (e.g., dances, fundraisers, etc.) when possible.
- Attend all monthly parent meetings.
- Communicate with MWA by phone or note to verify student absences.

Parents/Guardians must read, sign and return the Parent/Guardian Commitment Form and Acknowledgment Form

Staff Commitments

MWA has high expectations of both students and staff. Staff members at MWA are committed to the highest levels of learning, achievement and integrity for themselves and others. MWA staff will adhere to intellectual and scholarly development:

- Teach a curriculum that is rigorous and culturally relevant.
- Consistently reinforce MWA's system of behavioral accountability.
- Incorporate positive reinforcement as a key component of behavior management.
- Consistently integrate routines and procedures as part of the daily routine.
- Teach and model appropriate behavior.
- Communicate acceptable behavior on a daily basis throughout the school year.
- Show consideration and respect for students, families, and the MWA community at all times.
- Handle all situations in a professional manner.

Middle School Academic Program

At MWA we strive to create holistic students who have a well-rounded educational experience. MWA's instructional program is designed to empower students to become analytical thinkers who can apply subject knowledge to solve real-world problems. MWA offers a broad range of academic and enrichment courses across all subject areas. Upon request, MWA will make available to any parent or legal guardian, a school prospectus, which includes the curriculum offered (titles, descriptions, and instructional aims of every course). Listed below are the course offerings:

Grade	Math	English	Science	History	Encore	Physical Education
5 th	Math 5	Language Arts 5	Integrated Science	Social Studies Early United States	Intro to Technology Intro to Art	Health & Wellness
6 th	Math 6	ELA 6	Integrated Science 6	Social Studies The Ancient World	Art Technology	Health & Wellness
7 th	Math 7	ELA 7	Integrated Science 7	History Medieval Times	Music	Health & Wellness
8 th	Math 8	ELA 8	Integrated Science 8	History US History	Art	Health & Wellness

Middle School Promotion

Promotion at MWA (Middle School) is an event that symbolizes the transition from the middle school to the upper school. It is our expectation that every middle school student will be eligible for 8th grade promotion. It is the belief of the Academy that with parent support, all students will be able to attend the promotion ceremony. However, if the student does not meet the behavioral and academic requirements, the student may not *walk* on stage during the ceremony and may not participate in any events (rehearsals, field trips, etc.) relating to promotion. Students may participate in collegiate events (e.g., college visits). Additionally, any monies that were paid beforehand intended for end of the year activities *will not* be refunded. For further information regarding the minimum requirements for promotion, please also see the section below regarding retention.

Middle School Grading Scale

A	90-100%
B	80-89%
C	70-79%
F	0-69%

D's are not part of the MWA grading scale, as a "D" does not receive credit when applying to college. However, percentages will be reflected on the report card along with the letter grade in order to show improvement (e.g., raising a 43% to a 68%). Academically, students recommended for promotion to the next grade are those who earn an overall average of "C" (2.0 or higher Grade Point Average) or higher in their core academic classes for that academic year.

Middle School Retention Policy

At MWA we strive to make sure that our students not only meet academic and social emotional expectations, but exceed them. A large part of that success is predicated on academic achievement and meeting the expectations for conduct. MWA provides services that promote social-emotional development and awareness (restorative justice program, psychological support) in addition to various academic support systems (SST meetings, behavioral plan implementation, parent/guardian meetings, academic plans/contracts, etc.) to support the academic success and the mission of the Academy. Should students not meet the academic expectations, the middle school will advise parents that MWA intends to retain their student in their current grade.

To be promoted to the next grade level, a student *must* have *cumulative* passing grades (equivalent to a "C" or better) in science, mathematics, social studies, and English language arts. A student shall progress through the grade levels by demonstrating growth in learning and by meeting and/or exceeding the grade-level academic and behavioral expectations as established by MWA. Should a student receive below a cumulative "C" average, parents/guardians will be advised by the administration that the student is being retained in their current grade level. In addition to these standards, attendance, test scores, grades, teacher recommendations, and other pertinent data will be used to determine the possibility of retention. Students that are at risk for possible retention in their current grade level will be identified as early in the school year, and as early in their school careers, as practicable. To note, parents/guardians are currently notified bi-quarterly of their child's academic performance via progress reports and report cards. In addition, parents/guardians have access to their child's grades via the online *parent portal*. Should the student be recommended for retention, the student may lose opportunities to participate in school-wide extracurricular events (e.g., field trips, campus celebrations, casual dress, etc.).

The middle school is the sole feeder for the upper school. It is imperative that our students successfully transition into the upper school with the skill set required to be successful in high school, college, and in their chosen careers.

Upper School Academic Program

The aim of the MWA upper school is to effectively prepare students to gain acceptance to and graduate from college. The courses offered and required of students are aligned with the A-G admissions criteria for the University of California. These criteria are some of the highest high school standards in the country. Students successfully passing these courses with high enough grades have proven to be competitive for admission to top public and private universities around the country. At their core, students will be required to attain and develop strong writing skills, critical reading and thinking skills, and strong mathematical, computational and problem-solving skills. A variety of core subjects are offered in 9th and 10th grades. In the 11th and 12th grades, Advanced Placement (AP) courses and other science, math, and art electives are available. Upon request, MWA will make available to any parent or legal guardian, a school prospectus, which includes the curriculum offered (titles, descriptions, and instructional aims of every course). Students scoring a 3, 4, or 5 (on the 5-point scale) on an AP exam may earn college credit in that subject. Listed below are the course offerings for 2020-21 [additional courses will be added and published in August]:

Grade	Math	English	Science	History and Social Science	Language	Health & Wellness	Art	Electives & Support
9 th	Algebra I Geometry	English I	Earth and Space Science CTE: Introduction to Health Science		Spanish I	Health and Wellness I	Fundamentals of Art	Writing and Technology RSP Support
10 th	Geometry Algebra II	English II	Biology CTE: Intro to Health Science CTE: Medical Terminology	World History AP Psychology	Spanish II Spanish II Advanced	Health and Wellness II	Fundamentals of Art Advanced Art Ceramics	RSP Support
11 th	Algebra II Pre-Calculus AP Statistics	English III AP English Language and Composition	Biology Modern Physics and Chemistry CTE: Introduction to Health Science CTE: Medical Terminology CTE: Anatomy and Physiology	United States History AP United States History AP Psychology	Spanish III	Health and Wellness II	Fundamentals of Art Advanced Art Ceramics	RSP Support
12 th	Algebra II Pre-Calculus AP Statistics AP Calculus AB	CSU Expository Reading and Writing AP English Language and Composition	Biology Modern Physics and Chemistry CTE: Introduction to Health Science CTE: Medical Terminology CTE: Anatomy and Physiology CTE: Advanced Patient Care	United States Government and Economics AP United States Government	Spanish III AP Spanish Language and Culture	Health and Wellness II	Fundamentals of Art Advanced Art Ceramics	RSP Support

Upper School Grading Scale

A	92-100%	B	82-84%	C	70-74%
A-	88-91%	B-	78-81%	F	0-69
B+	85-87%	C+	75-77%		

Percentages will be reflected on the report card along with the letter grade in order to show improvement (e.g., raising a 43% to a 68%).

Grade Point Scale

Letter Grade	A+	A	A-	B+	B	B-	C+	C	D	F
Grade Points (MWA)	NA	4.0	3.7	3.3	3.0	2.7	2.3	2.0	-	0.0
Advanced Placement (AP) & Honors Points (MWA)	-	5.0	4.7	4.3	4.0	3.7	3.3	3.0	-	0.0
Grade Points (UC)	-	4.0	-	-	3.0	-	-	2.0	1.0	0.0
Advanced Placement (AP) & Honors Points (UC)	1.0 additional grade point will be added for each semester in which a 'C' or better is earned.									

Upper School Requirements for Graduation/ Grade Promotion

Graduation

MWA graduation requirements are displayed in comparison to the required and recommended courses for University of California and California State Universities. In order to graduate, students must successfully complete each of the required courses with a grade of “C” or better. Students who do not have enough credits earned in time for a June graduation are not eligible to participate in the graduation ceremony.

a-g	Content Area	MWA Required	Total Units	UC/CSU Required	Total Units	UC/CSU Recommended	Total Units
a	History*	3 Years	6.0	2 Years	4.0	2 Years	4.0
b	English	4 Years	8.0	4 Years	8.0	4 Years	8.0
c	Math	3 Years	6.0	3 Years	6.0	4 Years	8.0
d	Science**	2 Years	4.0	2 Years	4.0	3 Years	6.0
e	Language	2 Years	4.0	2 Years	4.0	3 Years	6.0
f	Art	1 Year	2.0	1 Year	4.0	1 Year	2.0
g	Electives	***	0.0	1 Year	2.0	1 Year	2.0
CA	Health & Wellness*	2 Years	4.0				
TOTAL S			34.0		32.0		38.0

*The California Department of Education requires 3 years of History and 2 years of Physical Education.

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

*** G requirement satisfied by 3rd year of history (A).

Grade Level Promotion

Students must successfully complete a minimum number of course units to be promoted to the next grade level, earning a “C” or higher in a minimum of four core classes each year, earning at least eight credits in courses required for graduation. Each successfully completed semester course earns one credit. Students who do not successfully earn this minimum number of credits may be retained in their current grade level and reclassified into a different Wave. Reclassification occurs at the close of the spring semester based on credit standing.

Grade Level	9	10	11	12
Min. Req. Credits for Promotion	6 Credits*	14 Credits*	22 Credits*	34 Credits
Total Required Credits Possible	10 Credits 10 Total	12 Credits 22 Total	12 Credits 36 Total	12 Credits 48 Total

*Must pass grade-level English Course

Courses Offered By Grade Level

Each year, students will take courses appropriate for their grade level and earn credits toward graduation. The types of classes students will take will reflect the offerings listed below.

9 th Grade	10 th Grade	11 th Grade	12 th Grade
English	English	English	English
Math	Math	Math	Math
Science	Science	Science	Science
Language	Language	Language	History
Health and Wellness	History	History	Art/ Elective
Writing/Technology*	Art	Art/ Elective	Health and Wellness
Math Lab*			

*Not required for graduation, these courses provide foundational skills critical to success in later courses.

School-wide Services, Expectations, and Guidelines

Student Support Services

MWA recognizes the importance of providing educational opportunities to all students regardless of physical challenges or special needs. MWA is committed to serve the exceptional needs of such students in accordance with applicable federal and state laws. MWA collaborates with parents/guardians, the student, teachers, and other agencies, as may be indicated, in order to appropriately serve the educational needs of each student.

Special Education Services are provided to allow students with disabilities to participate in their educational experience within the least restrictive environment (LRE). Special education services are provided by MWA staff and contracted service providers to all eligible MWA students in accordance with the Individuals with Disabilities Education Act (IDEA) and the policies/requirements of MWA's SELPA. MWA is part of the El Dorado Charter SELPA (Special Education Local Plan Area). Students may be referred for special education support services through the Response to Intervention model adopted by MWA.

Identification and referral by MWA is generally made through the Student Study Team (SST) process by evaluating the student's response to intervention and possible need for a higher level of support, and by consulting with WCCUSD's appointed Special Education approved designee. Parents/guardians may also request assessments in any areas of suspected disability. Identification can take place at any time in the school year and support will be given as soon as eligibility is determined by an Individual Education Plan (IEP) team. Eligibility of students with disabilities for special education shall be determined by the IEP team, which can include district specialists (psychologist, resource specialist, speech and language therapist, program specialist, etc., as appropriate), MWA's Student Support designee, MWA administrator(s), MWA classroom teachers, the parent/guardian of the student, and oftentimes the student themselves.

If a student's need cannot be met in the LRE within the MWA program, the student's needs are subject to a more appropriate setting [non-severe handicap] (NSH) and turned over to WCCUSD or The Contra Costa County Office of Education (CCCOE) or designee program specialist to have needs met within the district or allow the district to decide to provide services outside of the district.

504 Policies and Procedures

Students with a disability may qualify for regular or special education and/or related aids, services, and/or accommodations under Section 504. Please refer to the 504 Policy which can be found in both the middle and upper school offices.

Academic Integrity

At MWA (MWA), students are expected to give their best at all times and to consistently put forth the effort needed to achieve academic excellence. Forgery, plagiarism, and academic dishonesty of any kind are not tolerated.

Plagiarism and Cheating

- Using work without acknowledging the content owner
- Copying assignments that are turned in as original work
- Trading assignments with other students
- Using unauthorized notes or technology, such as bringing notes into a test or using a computer program to translate an assignment and turning it in as one's own
- Sharing answers before, during or after quizzes or tests. Students must be responsible for their own papers and make sure others cannot copy their work

Ways to Avoid Plagiarism and Cheating

- Plan ahead. Rushing to get one's work done the night before a big project is due may make it more tempting to cheat or plagiarize.
- Be sure to understand the assignments. Students should not rely on their friends for information about what is required.
- Students should not read someone else's paper or homework before doing their own work. Students should seek clear direction from teachers about when and how collaboration with partners is appropriate.
- ALWAYS cite the sources used in drafting a paper, report, project, etc. Follow the citation format required by the teacher or content area.
- Keep a list of the sources used (including the author, title, publisher and copyright date). Make sure to note which information you got from which source.
- Students should protect their own work. Ensure that other students do not have access to homework, essays, projects, tests, or other assigned work that has been completed. If someone else plagiarizes a student's work, the academic integrity of both assignments or assessments is compromised and both students will receive the same grading consequence.
- When in doubt about what to do to avoid cheating or plagiarism, ask the teacher or administrator.

Attendance

MWA's Absence/Tardy Line: 510-262-1511

It is imperative that each student be present, punctual, and prepared to participate in each of the classes. A student's academic success is dependent on the ability of him/her attending school regularly. If students are absent, their parent/guardian must call MWA **or** provide written documentation of the absence no later than 8:30 am on the day of the absence. Parents/guardians are also required to call if a student is going to be late. MWA will call all parents/guardians of absent students unless they have already notified MWA. Parents/guardians cannot arbitrarily take students out of school before the start of vacation days.

Impact of Missing School: Children chronically absent in kindergarten and first grade are much less likely to learn to read by the end of third grade. By 6th grade, chronic absence is a proven early warning sign of drop-out. By 9th grade, good attendance can predict graduation even better than 8th-grade test scores.

Moving on to high school can be an opportunity to reset attendance patterns. A recent study by the University of Chicago found that 9th grade students who miss more than two weeks of school, on average, fail two courses regardless of their regular academic performance. The same study found that nearly 90% of 9th grade students who miss less than a week of school per semester will graduate. Clearly, going to school regularly matters!

We look forward to working with parents/guardians in a meaningful partnership for their children and we will work very hard to ensure students receive the best education possible. To provide a child with an outstanding education, the child must maintain excellent attendance. Due to California's law of compulsory education, all children of school age (6-18 years old) are legally required to attend school, so MWA will aggressively pursue solutions to attendance issues.

MWA allows 10 days of excused absences for illness or other purposes specifically identified below (see the section entitled "Excused Absence") without the need for verification from a doctor; however, absences without verification after 10 days will be considered unexcused. No student may have their grade reduced or lose academic credit for any excused absence, when missed assignments and tests that can be reasonably provided are satisfactorily completed within a reasonable amount of time.

Once students have 10 or more full-day unexcused absences, they are subject to the SARB process below.

School Messenger System

MWA uses an automated notification feature that will call parents and guardians when a student has an unexcused tardy or absence. When an automated notification that a student is tardy is received, it is critical that parents/guardians work with their child to ensure they arrive on time every day. Tardiness disrupts the classroom setting and interferes with the learning process, often significantly impacting student performance. Patterns of tardiness may affect a student's good standing at MWA.

If a notification that a student had an unexcused absence, parents/guardians should contact MWA by phone immediately at 510-262-1511 to explain and clear the absence, as well as provide a signed note to verify the absence. For example, a note from a doctor counts as an "excused" verification of an absence. The note should be brought to school within 72 hours of the student's return to school.

Tardiness

Arriving to class and school on time is a critical element of academic success, as well as a skill that is necessary for success in post-secondary and work environments. Habitual tardiness may affect a student’s good standing at MWA. For unexcused tardies, the following applies:

Middle School	Upper School
<ul style="list-style-type: none"> ● Student reports to the Front Office for Tardy Referral ● Tardy Referral is recorded in PowerSchool ● Student attends 30-minute lunchtime or after-school detention* <p>*Students may opt to serve their detention during lunch or afterschool.</p>	<ul style="list-style-type: none"> ● Student reports to the Front Office for Tardy Referral ● Tardy Referral is recorded in PowerSchool ● If student was late to class, the student attends same-day lunch detention; tardies to PM class results in a next-day lunch detention ● If student was late to a PM class, the student attends an after-school detention

It is the student’s responsibility to attend detention on the date that the student is assigned. Arriving late to detention, or incurring multiple tardies on a single day, will result in the issuance of a behavior referral.

Tardies excused for medical reasons require written verification by a medical professional.

Excused Absences

The following are **excused** absences:

- Illness of student (more than 10 absences excused for this reason are considered excessive; verification by a medical professional is required)
- Medical, dental, optometry, or chiropractic appointments. **Parents/guardians are encouraged to schedule appointments after school hours.**
- Quarantine under the direction of a county or city health officer.
- Funeral of immediate family (parent, grandparent, sibling or any relative living in the immediate household of the student) limited to 1 day in state, 3 days out of state
- Legal matters*
- Religious holidays or ceremonies
- Religious retreats, not more than 4 hours per semester *
- Funeral ceremony other than immediate family *
- Unforeseen emergencies (i.e. natural disasters) will be handled on a case-by-case basis
- For the purpose of spending time with a member of the student’s immediate family, who is an active duty member of the uniformed services, as defined in EC § 49701*
- For the purpose of jury duty in the manner provided for by law
- Attendance at the student’s naturalization ceremony to become a United States citizen
- Due to the illness or medical appointment during school hours of a child of whom the student is the custodial parent, including absences to care for a sick child for which the school shall not require a note from a doctor.
- Authorized parental leave for a pregnant or parenting student for up to eight (8) weeks.
- Students in grades 7-12 may be excused from school for the purpose of obtaining confidential medical services, without the consent of the student’s parent/guardian.

****Must be requested in writing by parent/guardian prior to absence and approved by a school designated official.***

As a reminder, the following will not be excused:

- Family vacations/trips
- DMV Appointments
- Trips related to off-campus activities not related to school
- Work

Unexcused Absences

Student absences will be recorded as unexcused for any absence other than those listed above as excused absence. More than 3 unexcused absences per year are considered excessive and results in a referral to the **School Attendance Review Team (SART)** for truancy proceedings (see sections below).

Excessive Absences

Students accumulating more than 10 excused absences are considered excessive and may be referred to the **Contra Costa County Office of Education School Attendance Review Board (County SARB)** for truancy proceedings (see sections below).

Early Release

Early Release is a privilege granted by the school administration to specific students who meet the attendance, academic and behavioral expectations outlined below. This privilege allows students the opportunity to leave school after their last core classes in order to engage in an alternate enrichment activity. All early release requests must be verified by a parent/guardian, and in some cases, accompanied by formal documentation.

Authorized Reasons for Early Release and Absences

MWA students will only be considered for early release and absences based on the following reasons:

- Personal reasons (e.g., funeral service, legal obligations, medical/dental appointments, internship program, etc.)
- Observance of or attendance to a religious celebration, holiday, ceremony, or retreat
- Sports, outdoor education, or other educational programs
- Socialization (peer group, psychological services, etc.)
- Additional academic support

School Attendance Review Team (SART)

When a student is a habitual truant, or is irregular in attendance at school, the student may be referred to the **School Attendance Review Team (SART)**. The first intervention is conducted by MWA SARB which is composed of representatives from MWA (administrator, social worker, teacher, staff) and/or member(s) of the county (law enforcement, members from the county office, or welfare). During the first intervention, the family and MWA sign an agreement regarding the student’s attendance. Should the student continue to have attendance difficulties that lead to a violation of that agreement, the student may be referred to the Contra Costa County SARB. At the County SARB hearing, the problem is addressed, possible solutions proposed, and a formal, legal binding contract is made between the parent, student, and school. Violations of the contract may lead to referral for legal action to the District Attorney’s office.

It is the responsibility of MWA to maximize the use of all available resources and services to resolve attendance and behavior problems. The law states that parent/guardians must be made aware of their child's absence in the most cost-effective method possible.

The following procedure will be followed to insure parents are aware of their student's absences and the interventions to be implemented:

- **First Notification of Truancy Letter**
 - Sent for any combination of **3** Unexcused Absences (UA) or Unexcused Tardies (TX), or excessive (more than 10) excused absences
- **Second Notification of Truancy Letter** (Habitual)
 - Sent for **6** full day Unexcused Absences (UA) or Unexcused Tardies (TX) or excessive (more than 10) excused absences
 - A mandated parent/student conference is held to identify areas of support. SART team meeting is required and fulfills mandated conference requirements.
- **Third Notification of Truancy and Referral to SARB Letter**
 - Sent for **8** or more full day Unexcused Absences or Unexcused Tardies, or excessive (more than 10) excused absences. Letter is sent only when the site is prepared to send the SARB Referral packet, as the letter alerts the family that this will take place.
 - During this hearing, the student's attendance and academic record will be reviewed. A formal legal, binding contract is made between the parent, student, and school. Violations of the contract may lead to referral to the County's Student Attendance Review Board.

School Attendance Review Team (SART) Hearing

The parents/guardians will be given notice by certified mail for the scheduled hearing to meet with MWA's SART to consider a proper plan for correcting problems with attendance. Notices for SART are sent by mail 10 days in advance to address on file. The parent/guardian and student will be asked to sign an attendance contract. Failure to comply with the contract will result in the order of a citation to appear in a SART hearing.

Students should attend all classes daily and on time. Parents/guardians are expected to notify MWA when the student is out for valid medical reasons by phone or written note. Parents/guardians may also contact MWAs' registrar on a regular basis to make sure there are no attendance issues that have been missed. There is a maximum allowable amount of one week from the date of the absence to clear it before it becomes unexcused.

Contra Costa County Office of Education Student Attendance Review Board (County SARB)

A student may be referred to the County SARB once MWA has utilized all available interventions to support a student's attendance. The CCCOE conducts district-level SARB hearings for students referred from its county-operated community school and its county-authorized charter schools. The County SARB will review information presented by MWA and will interview the student and a parent/guardian. Following the hearing, the student may be placed in a contractual agreement with the County SARB, be required to report their progress, and be referred to the County's District Attorney's Office if they fail to meet the requirements of their agreement.

More information about the Contra Costa County Office of Education's SARB can be found on their website: https://www.cccoe.k12.ca.us/programs/for_educators/sarb

Involuntary Removal Process

No student shall be involuntarily removed by MWA for any reason unless the parent or guardian of the student has been provided written notice of intent to remove the student no less than five schooldays before the effective date of the action (“Involuntary Removal Notice”). The written notice shall be in the native language of the student or the student’s parent or guardian or, if the student is a foster child or youth or a homeless child or youth, the student’s educational rights holder. The Involuntary Removal Notice shall include the charges against the student and an explanation of the student’s basic rights including the right to request a hearing before the effective date of the action. The hearing shall be consistent with MWA’s expulsion procedures. If the student’s parent, guardian, or educational rights holder requests a hearing, the student shall remain enrolled and shall not be removed until MWA issues a final decision. As used herein, “involuntarily removed” includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions or expulsions pursuant to MWA suspension and expulsion policy.

Upon a parent/guardian request for a hearing, MWA will provide notice of the hearing consistent with its expulsion hearing process, through which the student has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the student has the right to bring legal counsel or an advocate. The notice of hearing shall be in the native language of the student or the student’s parent or guardian or, if the student is a foster child or youth or a homeless child or youth, the student’s educational rights holder and shall include a copy of MWA expulsion hearing process. If the parent/guardian is nonresponsive to the Involuntary Removal Notice, the student will be disenrolled as of the effective date set forth in the Involuntary Removal Notice. If a parent/guardian requests a hearing and does not attend on the date scheduled for the hearing the student will be disenrolled effective the date of the hearing.

If as a result of the hearing the student is disenrolled, notice will be sent to the student’s last known district of residence within thirty (30) days. A hearing decision not to disenroll the student does not prevent MWA from making a similar recommendation in the future should student truancy continue or reoccur.

Arrival/Dismissal Policy

In order to protect and ensure student safety, MWA is a **closed campus**. This means that from the time of arrival to the time of dismissal to home, students may not leave campus. All parents/ guardians and students are expected to follow MWA’s Arrival and Dismissal Policy, including traffic guidelines, time frames, and directives from MWA staff members and volunteers facilitating arrival/dismissal in order to maintain a safe environment for all students.

	Time	Procedure
Early Arrival	7:00- 7:45	<ul style="list-style-type: none"> ▪ All students (MS/US) report directly to Servery ▪ Car drop-off in authorized loading zones only ▪ Students must remain in the Servery under supervision of MWA staff
Arrival	7:45-8:05	<ul style="list-style-type: none"> ▪ Car drop-off must use drive loop and authorized loading/unloading zones only. Parents/Guardians may not park along Lakeside Drive to drop-off students ▪ MS students report directly to MS campus ▪ US students report directly to US campus
Dismissal	3:30-4:00	<ul style="list-style-type: none"> ▪ Students may leave campus via MWA bus, bike, car, walking to public transportation or home ▪ Students should report to designated loading/unloading zones only ▪ Students not leaving campus are expected to report directly to sports, club activities, or after school programming under the direct supervision of MWA Faculty or Staff. Any student remaining on campus after 4:00 pm will be placed in an academic program upon the close of Dismissal ▪ Students may not leave campus and return without permission from the Program Director or their designee <p><small>*After the close of the Dismissal, Parents/Guardians picking up MS and US students will need to notify the Front Office to grant permission to MS and US students to wait in the US Front Office for pick-up.</small></p>

Expectations for Parents/Guardians and Students

Parents/guardians are responsible for clearly communicating with their students every day regarding student dismissal plans.

Students may make phone calls home from the front office during breaks or lunch if they need to speak to their parents/guardians about pick-up times, after-school plans, sports and other plans. Students are permitted to use personal cell phones during approved dismissal windows for transportation-related calls.

Students and parents/guardians are expected to respectfully and courteously follow traffic laws, posted signs, and the directions of all MWA staff and volunteers during arrival and dismissal. Additionally, they should be mindful of the volume and appropriateness of their music when on camps.

To ensure student safety, and to ensure families get through the arrival and dismissal line quickly, please follow the directions of staff at all times. The dismissal process takes approximately 30 minutes. Students and parents/guardians should plan ahead if there is an appointment or other commitment for which they need to leave school promptly. Parents/guardians should review the early release procedure if they anticipate needing to leave school early in order to attend an appointment (appointments are excused per the reasons outlined in the Attendance Policy).

Traffic Procedures

To ensure student and community safety, it is essential to follow the traffic procedure. Families and/or Students found violating traffic regulations or operating in an unsafe manner may lose their parking privileges on campus. The local police department will be involved if necessary.

Guidelines

- Always follow directions of the staff directing traffic
- Always to use the crosswalk
- Never “j-walk”
- U-Turns on Lakeside are prohibited
- Never park in the bus loading zones
- Speed limit is 5 mph while driving in the parking lots or on the campus
- Students may only park in designated areas
- Students may not park in faculty or visitor parking spaces
- Students must be dropped off in designated areas ONLY

Students and parents/guardians who do not follow the Arrival/Dismissal Policy jeopardize the safety of our students and staff, and will be subject to the following:

- Detention
or restriction n from after-school programming
- Meeting with Division Directors to discuss safety violations
- Report to Law Enforcement as mandated by law

US Athletes are permitted to leave campus and return for later practices and games with the permission of the Athletic Director. Athletes must return promptly at the start time of their activity supervised by MWA staff, or wait in the designated academic program area. Athletes may **not bring unapproved food back to campus.*

Immunizations and Physical Examinations

To ensure a safe learning environment for all students, MWA follows and abides by the health standards set forth by the state of California. Students will not attend school until all required records have been received. The immunization status of all students will be reviewed periodically. Those students who do not meet the State guidelines may be excluded from school until the requirements are met. Students who have been exposed to a communicable disease for which they have not been immunized may be excluded from school at the discretion of MWA.

Students will be screened for vision, hearing and scoliosis. A parent/guardian a child enrolled in MWA may file annually with the Senior School Director a written and signed statement stating that he or she will not consent to a physical examination of the child. Thereupon the child shall be exempt from any physical examination, but whenever there is a good reason to believe that the child is suffering from a recognized contagious or infectious disease, the child shall be sent home and shall not be permitted to return until MWA authorities are satisfied that any contagious or infectious disease does not exist.

Nutrition Policy

Part of the MWA holistic approach involves children being properly nourished. Statistics show that brain function is related to nutrition, and unfortunately, many students are less prepared to learn because they do not consume consistently nutritious meals on a regular basis. The purpose of MWA’s nutrition/food guidelines is to serve as a point of nutritional reference to provide consistency for both staff and students.

Our priority is the health of our young people. Any contradictory messages (regarding healthy food choices and nutrition) undermine our approach and philosophy on student health. We want our students to build healthy eating habits that they follow now and in the future, but they need help in doing this. Some of our students live in communities where a large part of the population suffers from preventable diseases directly related to diet and food choice. As a result of living in communities where healthy food options are not always available, we want to ensure that our community has the requisite knowledge to make healthy food choices.

MWA participates in the National School Lunch Program. Applications for free or reduced price meals are included in the first day packets to all families and can also be obtained in the main office. All families are encouraged to complete the application form in order to include as many eligible students as possible.

Food Drop-Offs

Any food being dropped off to students by families during the school day must be brought directly to the Front Office of the middle school or upper school. Students may pick up their food from the Front Office once it has been approved by the Senior School Director or their designee. ***Students may not utilize food delivery services, such as Uber Eats, GrubHub, pizza delivery, etc.***

MWA Food Service is committed to:

- Providing students with healthy and nutritious foods; all students will have access to healthy and nutritious food from MWA.
- Encouraging the consumption of fresh fruits and vegetables, low fat milk and whole grains.
- Supporting healthy eating through nutrition education.
- Encouraging students to select and consume all components of the school meal.

The following outline provides a guide to the foods and beverages that are **approved** by MWA for students to bring for everyday breakfast, snack and lunch:

APPROVED	Why is this the healthy choice?
<ul style="list-style-type: none"> • Snack/protein bars • Healthy sandwiches • Cereal/oatmeal • Baked savory snacks (i.e. pretzels, crackers) • Homemade meals (for your child only) • Fruit • Vegetables • Yogurt • Whole grains • Food items that are low in fat/ calories • Water 	<ul style="list-style-type: none"> • Whole grains provide fiber and vital nutrients to fuel a healthy metabolism. • Lean protein allows for proper muscle development. • Diets rich in calcium support healthy bone growth. • Fruits and vegetables provide necessary vitamins and nutrients for proper development and brain function. • Water keeps the body hydrated and operating. It also helps flush out toxins.

The following outline provides a guide to the foods and beverages that are **not approved** by MWA for students to bring to school other than on special occasions identified on the school calendar:

NON- APPROVED*	Why is this <i>not</i> healthy for our daily food choice?
<ul style="list-style-type: none"> • Sodas/Sport drinks • Candy • Gum • Chips (<i>outside of recommended personal serving size during designated meal periods</i>) • Sunflower seeds • Cookies/Brownies/ Desserts (<i>outside of recommended personal serving size during designated meal periods</i>) • Fast food • Ramen/Cup of Noodles • Caffeinated beverages 	<ul style="list-style-type: none"> • High sugar consumption can lead to diabetes and excessive weight gain. • Diets that include too much sodium can lead to high blood pressure and heart disease. • Foods high in fat can lead to high blood pressure, high cholesterol, excessive weight gain, and diabetes. • Caffeine is a stimulant, affecting your heart rate and blood pressure. Caffeine also has addictive properties- meaning the growing/developing body can become dependent. • Processed and artificially-flavored foods contain unhealthy chemicals and discourage healthy body development.

*Non-approved foods will be confiscated. Students receiving multiple infractions of this policy will be issued a referral. All student food consumption should take place during designated snack break and lunch periods in approved servery areas.

Note: The Nutrition Policy can be flexible to accommodate special events and celebrations throughout the year when pre-approved by senior leadership.

Bus Rights and Responsibilities

Use of the MWA Bus Service is a privilege. For the safety of all bus riders the following guidelines must be followed:

- Food and drink (including water) are prohibited on the bus.
- Wave-Makers must follow the directions of the driver/MWA staff at all times.
- Wave-Makers must line up in a single-file line and board or exit the bus quickly, quietly, and safely (QQS). Upon exiting, they must wait for the bBus mMonitor to call their name and check for their authorized transporter.
-
- Voices must be kept at a level 1-2 at all times. Wave-Makers may not use inappropriate or disrespectful language at any time, on the bus or out of bus windows, or at the bus stop.
- Wave-Makers must occupy one seat and place backpacks and other belongings on their lap or under the seat.
- Wave-Makers must remain in their seat at all times, keeping the aisles clear, and facing forward.
- Wave-Makers must ask the driver/MWA staff member for permission to open and close windows.
- Wave-Makers must not leave litter or throw anything out of the windows.
- Cell phones are permissible for use to contact parents/guardians and for personal entertainment (with use of headphones). Video recording and taking pictures are not permitted.
- If a Wave-Maker is unable to follow the bus rights and responsibilities, the student will have their bus privileges temporarily or permanently removed. The family will be responsible for transporting the student to and from school.

All students who are transported in a school bus or school student activity bus shall receive instruction in school bus emergency procedures and passenger safety. Upon registration, MWA is required to provide safety regulations to all 5th and 6th grade new students and students who have not previously been transported by school bus. Additionally, MWA must also provide safety instruction to all students in 5th through 8th grade who receive home-to-school transportation. For more information about MWA's policy, please see the complete policy located at the front office.

Expectations for Outdoor Activities and Use of Facilities

To maintain consistency and a positive school climate throughout the MWA community the following rules and expectations apply in all outdoor spaces across the MWA campus:

GENERAL RULES

Students must:

- Follow all directions from MWA staff members and adhere to all school rules.
- Share equipment and space.
- Keep all areas clean and tidy.
- Notice. Talk. Act. Report any unsafe behavior to a MWA staff member.
- Practice good sportsmanship.
- Freeze at the end of recess when the whistle is blown, then proceed immediately to designated line-up areas.

THE GARDEN

Students must never:

- Stand on, get inside, or jump over concrete raised beds.
- Pull or pick at plants in the garden without staff permission.
- Eat anything from the garden without consulting with a staff member.
- Hide behind plants at any time.

TURF FIELD/COURTS

- No food, beverages, or eating allowed on turf or basketball courts.
- No backpacks or students wearing backpacks allowed on turf.
- No lounging, hanging out, sitting, or loitering on turf areas; students must be actively playing a game or sport.

FENCES/GATES

Students must:

- Stay inside MWA's fences/perimeter at all times. No students are permitted to be outside of fences/perimeter.
- Not play or climb on fences.
- Not throw any objects through or over the fences or gates.
- Not exit any gate at any time without explicit permission from a staff member.

EQUIPMENT

- Students may check-out recess equipment from designated staff. Students are discouraged from bringing recess equipment from home. Equipment brought from home should be stored out of sight (e.g. backpack/locker) Equipment brought from home that is used outside of designated break periods may be confiscated.
- If personal equipment brought from home goes over the fences, students and parents may retrieve it after school.
- If MWA or Health and Wellness equipment goes over the fences, MWA staff will supervise retrieval.
- No bats or hardballs are permitted for use at MWA.
- No jump ropes may be tied on fences or used in any physical way towards another person.
- No rollerblades, Heelys, scooters, or skateboards.
- Students may not climb poles or hang from hoops or nets on the basketball courts. Hoops are for balls only.

PICNIC BENCHES AND CEMENT LEDGES/BENCHES

- Students are to clean up after themselves after consuming food or beverages, trash is to be picked up and disposed of
- Students cannot stand on picnic tables, benches, or cement ledges/benches anywhere on campus.

RESTRICTED ACTIVITIES, AREAS, AND EQUIPMENT

- Any areas outside of the perimeter are off limits to students.
- Any area around or near storage sheds are off limits to students.
- Students are to remain off all landscaped and garden areas, including the sand/pebble/bark areas.
- Unsupervised students are not allowed in classrooms or hallways.
- No rock throwing; what is on the ground stays on the ground.
- Tag or Flag football only; no tackling or contact sports.
- No dog piling, wrestling, play-fighting, or similar games.
- No cheerleader flips, cartwheels, or gymnastics.

TURF RULES

- No Backpacks or students wearing backpacks on the turf. Drop backpacks in the backpack zone prior to entering the turf area.
- No food, drink or eating is permitted on the turf. No gum. Drinking water is permitted on the turf only in sealed bottles resting against the fence.
- No sitting/laying (Turf is for exercise/practice/walking only).
- Students will not have access to Health and Wellness equipment during recess. Students must bring equipment from home and store it in their lockers/backpacks.
- If there are H&W classes using the turf, no students will be able to use turf for recess.
- Adult supervision is mandatory in order for students to use the turf.
- No tackling, tripping, wrestling, or play fighting is permitted on the turf.
- When whistle blows, any equipment continued to be used will be confiscated. 10 second rule!
- No phones on the turf.

GYM RULES

- Food, gum, beverages are not allowed.
- Non-marking athletic shoes are REQUIRED on the gym floor.
- Scheduled events have priority.
- Return all equipment after use.
- Do not wear jewelry during workouts.
- Lock all valuables in your assigned lockers.
- No backpacks on the court.
- Report all injuries to your instructor immediately.
- Anyone found damaging or defacing the gym or equipment will be held financially responsible and subject to disciplinary action.
- If the space needs custodial services, please notify your instructor immediately.
- No hanging or jumping on any equipment.
- No dunking, hanging on basketball hoop nets, volleyball stands/nets, bleachers.

MWA Dress Code

MWA strives to foster high standards in all areas of the school program, including student attire and personal appearance. At MWA, we believe that student attire has a significant impact on student mindset and behavior. In order to cultivate a sense of pride in one's appearance, to provide the daily opportunity to acclimate to an external standard of dress, and to promote and maintain a safe and inclusive learning environment, MWA has implemented a school-wide dress code policy.

All students are required to follow the MWA uniform dress code outlined below, from the time they arrive until the time they leave campus. In general, students' clothing should fit properly and reflect a sense of professionalism to the academic environment— clothes should not be ripped, torn, overly baggy, inappropriately tight or revealing. If students or parents/guardians are unsure about the MWA dress code, it is their responsibility to seek clarification.

MWA Dress Code applies in class, on campus, and during off-campus field trips.

Uniform for Normal School Days

- **Bottoms:** NAVY BLUE uniform pants, shorts, skorts, or skirts
 - Must be worn at waist level
 - Uniform bottoms cannot be more than 3 inches from the top of the knee
- **Shirts:** WHITE or SKY BLUE collared shirt or button-down collared dress shirt
 - College t-shirts or sweaters on "College Friday"
 - Long-sleeve undershirts are acceptable (neutral solid colors only)
- **Sweaters:** Uniform colors or neutral-colored cardigans or sweater vests
- **Jackets:** Can be any color; no offensive images or logos; must be removed prior to entering class
- **Shoes:** Closed-toed shoes – sneakers, flats, and casual shoes are acceptable (any color is okay)
 - No shoes with cleats or spikes
 - Not permitted: open-toed shoes, sandals, slippers, or slides
 - Shoes must have a hard-soled bottom
- **Identification Badges**
 - Each student will be issued a MWA ID badge and lanyard
 - Students are expected to wear the ID badge and lanyard around the collar at all times
 - *Students should NOT have ID badges hanging from pant pockets, belt loops, etc.*
 - Students are not allowed to decorate/deface ID badges
 - It is the student's responsibility to replace lost/willfully damaged ID badges. The ID badge replacement cost is \$5
- **Accessories (including vests, socks, belts, ties/bowties etc.)**
 - The following is not permitted for all visible clothing: inappropriate language, slogans, or symbols, including those associated with alcohol, drugs, vulgarity, gangs, illicit or illegal activities.
 - Hats, caps, beanies and gloves are allowed, but must be removed once a student enters a school building.
 - Religious headwear is permitted to be worn at all times.

Attire for Special Designated Days

Business Attire, Formal Wear, College Attire and Casual Dress Days

Professional Dress Days

Once each month, these days provide students with regular opportunities to demonstrate wearing appropriate attire for professional business environments. Ensuring that we prepare our students to appear confidently and appropriately in professional environments is the key to their success in the workplace and post-secondary education. The following clothes are appropriate for **professional dress and formal wear events (i.e. 8th Grade Promotion, awards ceremonies, etc):**

- **Slacks, pants, or knee-length skirts in black, brown, navy blue or gray**
- **Formal blouses or long sleeved, buttoned up, collared dress shirts in white, pastels or neutral colors**
- **Blazers, suit jackets in black, brown, navy blue or gray**
- **Sweaters in black, brown, navy blue, gray, pastels or neutral colors are acceptable**
- **Suits and ties**
- **Formal dress shoes and a belt**
- **Jewelry should not detract from ability to learn or participate in on-campus activities**

***Note: if a student does not own or cannot obtain business attire, standard dress code attire is acceptable.**

College Attire Days

As part of our comprehensive efforts to develop a college-going culture at MWA, students have the opportunity to participate in weekly College Attire days **every Friday** to foster an early appreciation for and sense of pride related to colleges and universities of a student's choice or interest. On these days, students may wear the following attire:

- Any pants, skirts, shorts, bottoms, sweaters, hoodies, jackets, or accessories representing official colleges and universities.

Casual Dress Days

MWA students have the opportunity to earn Casual Dress days to demonstrate individuality and personal responsibility through choosing their own attire on selected days. On These days, students may wear non-uniform clothing that adheres to the following guidelines:

- No ripped or tattered clothing
- No skin-baring tops or tank tops
- No inappropriate logos or images that depict illicit or illegal activity
- Bottoms may not be more than 3 inches above the knee

One Casual Dress day is awarded to the student body each month. Casual Dress days may also be earned for individual classes and grade levels that collectively demonstrate MWA's Core Values on campus and throughout the community. Casual Dress days are also earned for grade levels demonstrating attendance excellence (no more than two students absent within a grade) for two or more days in a school week.

MWA Student Behavior Management and Restorative Justice Practices

MWA believes that each student has liberties that include freedom of expression (artistic, intellectual, individual), freedom from physical aggression, and freedom from concerns regarding personal safety in the school environment. Our model of student support is rooted in restorative justice, which focuses on building positive relationships, comprehensively addressing harm/conflict, and restoring relationships. Our model also asserts that students, especially students coming from urban environments, are not broken, but have valuable skill sets to be accessed. In honor of this approach to behavior management, MWA provides resources that target the development and acquisition of various skills (academic, intellectual, and socio-emotional) in preparation for collegiate and professional environments.

Student Code of Conduct

Teaching and learning for all students is the highest priority. Therefore, one student's misbehavior will not be allowed to interfere with the learning opportunities of other students, or the teacher's responsibility to teach all students. In working to promote both academic and social development, MWA's school-wide behavior management policies are intended to uphold school-wide behavior and academic expectations. Students who fail to adhere to these expectations will be subject to an appropriate consequence.

Classroom Management Policy

When a student does not follow classroom expectations, the following are strategies utilized by faculty to redirect behavior for positive individual and learning outcomes:

- Verbal warning: spoken cue to student that behavior is not appropriate
- "Pause" or "check-in": provision of time/space for student to reflect, de-escalate as necessary and make the choice to positively change their behavior
- Application of classroom consequences per teacher's classroom management system, listed in syllabus
- Parent/guardian contact by teacher
- Scheduling of parent/guardian conference by teacher, as needed
- Application of academic and/or behavioral intervention strategies by teacher

If the student does not positively redirect their behavior, the student will be issued a behavior referral and sent to the Dean of Students. The section below outlines the academy-wide behavior management model. The below chart represents a non-exhaustive list of examples of types of behavior and resulting consequences. Depending on the infraction, a single incident may constitute a suspendable or expellable infraction under the MWA Suspension and Expulsion Policy. The school will make every effort to support a student before utilizing consequences involving suspension and or expulsion*.

* A complete copy of MWA's Suspension and Expulsion Policy, including more detailed expulsion procedures, is included at the end of this handbook.

School-Wide Behavior Management System

Behavior Infraction Category: Level 1, Procedural

Behaviors that affect *only the student* exhibiting the behavior.

Staff Oversight: Teachers

Procedural Infraction Examples:

- Not having appropriate equipment and materials-
- Sleeping in class-
- Gum chewing and unauthorized eating in classroom or hallways-
- Being off task, but not disrupting others-
- Improper use of school equipment or materials-
- Dress code violations-
- Truancy/Repeated lateness-
- Skipping/Cutting class
- Failing to follow a reasonable request of a staff member or volunteer-
- Non-Report to Detention-
- Usage or Possession of cell phone or other electronic device during school hours-
- Loitering in neighborhoods or restricted areas-
- Defiance of Authority

1 st Offense Intervention Range	2 nd Offense Intervention Range	3 rd Offense Intervention Range
<ul style="list-style-type: none"> ● Restorative Action/ Conversation ● Temporary or permanent loss of bus privileges based on MWA Bus Rider Agreement ● Confiscation of device until the end of the school day 	<ul style="list-style-type: none"> ● Restorative Action/ Conversation ● Call Home (parent/guardian notification) ● Skill Development Activity/ Assignment ● Assign 1 Day Detention ● Confiscation of device until Parent/ Guardian pick-up 	<ul style="list-style-type: none"> ● Restorative Action/ Conversation ● Call Home (parent/guardian notification) ● Skill Development Activity/Assignment ● Parent Shadow Requested ● Loss of Privilege ● Assign 2 Days Lunch Detention ● Parent/Teacher Conference ● Two week device submittal to Front Office

School-Wide Behavior Management System (continued)

Behavior Infraction Category: Level 2, Self-Management

Behaviors in the classroom or extended learning space *that interfere with the learning of others*

Staff Oversight: Teachers, Dean of Students (for ongoing infractions)

Self-Management Infraction Examples:

- Horseplay-
- Being off campus or in an unauthorized area without permission-
- Inappropriate display of affection-
- Inappropriate/inadequate participation in school activities-
- Cheating, Academic dishonesty or plagiarism-
- Violations of the computer and network use policy not pertaining to Level IV infractions-
- Violation of Arrival/ Dismissal Policy or Closed Campus Policy-
- Out of Class or Off Campus without Permission-
- Forging a document/False documentation-
- Public Displays of Affection (PDA)

1 st Offense Intervention Range	2 nd Offense Intervention Range	3 rd Offense Intervention Range
<ul style="list-style-type: none"> ● Restorative Circle with impacted students ● Call Home (parent/guardian notification) ● Skill Development Activity/ Assignment ● 1 Day Lunch Detention ● Temporary or permanent loss of Bus privileges based on MWA Bus Rider Agreement ● Zero credit for all incidents of cheating, academic dishonesty or plagiarism 	<ul style="list-style-type: none"> ● Restorative Circle with impacted students ● Call Home (parent/guardian notification) ● Skill Development Activity/ Assignment ● 2 Days Lunch Detention ● Loss of privilege 	<ul style="list-style-type: none"> ● Restorative Circle with impacted students ● Call Home (parent/guardian notification) ● Skill Development Activity/ Assignment ● 3 Days Lunch Detention ● Loss of privilege(s) ● Parent Shadow Requested ● Parent/Teacher Conference ● Behavior Plan Meeting

School-Wide Behavior Management System (continued)

Behavior Infraction Category: Level 3, Disruptive

Disruptive behaviors that *negatively affect an orderly environment*.

Staff Oversight: Teachers, Dean of Students, Senior School Director

Disruptive Infraction Examples:

- Disturbing another student in any way-
- Theft and/or the defacement or destruction of property-
- Possession of inappropriate literature, images, music, and/or videos-
- Profanity and/or abusive language-
- Disrespect/ non-compliance toward adults or peers-
- Possession of a non-lethal object (ie. Technology, explicit items) not allowed at school

1 st Offense Intervention Range	2 nd Offense Intervention Range	3 rd Offense Intervention Range
<ul style="list-style-type: none"> ● Restorative Conference/Circle ● Call Home (parent/guardian notification) ● Skill Development Activity/ Assignment ● 1 Day Lunch Detention ● Restorative Community Project ● Campus Beautification Lunch and After-School ● Referral to Dean of Students 	<ul style="list-style-type: none"> ● Restorative Conference/ Circle ● Call Home (parent/ guardian notification) ● Skill Development Activity/ Assignment ● 2 Days Lunch Detention ● Restorative Community Project ● Campus Beautification Lunch and After-School ● Parent Shadow Requested ● Parent/Teacher Conference ● Referral to Dean of Students ● Loss of privilege 	<ul style="list-style-type: none"> ● Restorative Conference/Circle ● Call Home (parent/guardian notification) ● Skill Development Activity/ Assignment ● 3-5 Days Lunch Detention ● Restorative Community Project ● Campus Beautification Lunch and After-School ● Parent Shadow Requested ● Parent/Teacher Conference ● Behavior Plan Meeting ● Referral to Dean of Students ● Loss of Privilege(s) ● Parent conference with the Dean of Students ● Student to present Restorative essay during Community Building Time/Advisory/Homeroom ● Parent Shadow or Observation (Parents may be required to shadow or observe their student in the school setting should the student consistently not meet the behavioral expectation of the Academy)

<p><i>Depending on the infraction and severity of the infraction, the following may also apply:</i></p>	<p><i>Depending on the infraction, the severity of the infraction, or when a repeat infraction occurs, the following may also apply:</i></p>	<p><i>Depending on the infraction, the severity of the infraction, or when a repeat infraction occurs, the following may also apply:</i></p>
<ul style="list-style-type: none"> ● 1-2 Day loss of After-School Program privileges ● 1-2 Day Suspension ● Possible Report to Richmond Police Department (RPD) or mediation with a representative from RPD ● Restitution (financial and otherwise) to target(s)/victim(s), for damage to or loss of personal or school property (whether damage/loss was intentional or unintentional) ● Temporary or permanent loss of Bus privileges based on MWA Bus Rider Agreement ● Parent/Guardian Conference with Senior School Director to discuss student placement at MWA 	<ul style="list-style-type: none"> ● 2-3 Day loss of After-School Program privileges ● 2-3 Day Suspension ● Possible Report to Richmond Police Department (RPD) or mediation with a representative from RPD ● Parent/Guardian Conference with Senior School Director to discuss student placement at MWA 	<ul style="list-style-type: none"> ● 3-5 Day loss of After-School Program privileges(further infractions will result in After-School Programming privileges being revoked) ● 3-5 Day Suspension ● Possible Report to Richmond Police Department (RPD) or mediation with a representative from RPD ● Parent/Guardian Conference with Senior School Director to discuss student placement at MWA ● Ongoing disruptive infractions may result in a recommendation for expulsion

School-Wide Behavior Management System (continued)

Behavior Infraction Category: Level 4, Aggressive:

Behaviors that impact the physical and/or mental safety of others and/or are illegal.

Staff Oversight: Dean of Students is the primary respondent with support from the Senior School Director.

Student may be:

- suspended for the maximum number of days allowable by law with the possibility of expulsion for all Level 4 infractions.
- required to complete a risk or threat assessment by a school-based mental health professional or primary care physician.

Aggressive Infraction Examples:

- Unauthorized possession, sale, or otherwise furnishing of any firearm, knife, explosive or other dangerous object-
- Intimidation/extortion/ threats –
- Hitting, grabbing, shoving-
- Fighting: assault or battery of any kind-
- Possession, sale, distribution, or use of tobacco, alcohol, drugs, any controlled substance, or any intoxicant of any kind-
- Pulling a fire alarm without cause or otherwise making a false alarm-
- Harassment of any kind-
- Arson and possession/use of explosive devices-
- Hazing- Inappropriate sexual conduct-
- Violations of the computer or network use policies pertaining to Aggressive infractions

1 st Offense Intervention Range	2 nd Offense Intervention Range	3 rd Offense Intervention Range
<ul style="list-style-type: none"> ● Immediate Referral to Dean of Students ● Restorative Conference/Circle ● Call Home (parent/guardian notification) ● Skill Development Activity/ Assignment ● 2 Day Lunch Detention ● Restorative Community Project ● Campus Beautification Lunch and After-School ● Parent/Teacher Conference ● Loss of privilege ● Parent conference with the Dean of Students ● Student to present Restorative essay during Community 	<ul style="list-style-type: none"> ● Immediate Referral to Dean of Students ● Restorative Conference/Circle ● Call Home (parent/guardian notification) ● Skill Development Activity/ Assignment ● 3 Days Lunch Detention ● Restorative Community Project ● Campus Beautification Lunch and After-School ● Parent Shadow Requested ● Parent/Teacher Conference 	<ul style="list-style-type: none"> ● Immediate Referral to Dean of Students ● Restorative Conference/Circle ● Call Home (parent/guardian notification) ● Skill Development Activity/ Assignment ● 5 Days Lunch Detention ● Restorative Community Project ● Campus Beautification Lunch and After-School ● Parent/Teacher Conference ● Behavior Plan Meeting ● Loss of Privilege(s) ● Parent conference with the Dean of Students

<p>Building Time/Advisory/ Homeroom</p> <ul style="list-style-type: none"> ● Parent Shadow or Observation Requested 	<ul style="list-style-type: none"> ● Loss of privilege(s) ● Parent conference with the Dean of Students ● Student to present Restorative essay during Community Building Time/Advisory/ Homeroom ● Parent Shadow or Observation (Parents may be required to shadow or observe their student in the school setting should the student consistently not meet the behavioral expectation of the Academy) 	<ul style="list-style-type: none"> ● Student to present Restorative essay during Community Building Time/Advisory/Homeroom ● Parent Shadow or Observation (Parents may be required to shadow or observe their student in the school setting should the student consistently not meet the behavioral expectation of the Academy)
<p><i>Depending on the infraction and severity of the infraction, the following may also apply:</i></p>	<p><i>Depending on the infraction, the severity of the infraction, or when a repeat infraction occurs, the following may also apply:</i></p>	<p><i>Depending on the infraction, the severity of the infraction, or when a repeat infraction occurs, the following may also apply:</i></p>
<ul style="list-style-type: none"> ● 1-2 Day loss of After-School Program privileges ● 1-2 Day Suspension ● Possible Report to Richmond Police Department (RPD) or mediation with a representative from RPD ● Complete Substance Use/Abuse Education Program (where applicable) ● Temporary or permanent loss of Bus privileges based on MWA Bus Rider Agreement ● Parent/Guardian Conference with Senior School Director to discuss student placement at MWA 	<ul style="list-style-type: none"> ● 2-3 Day loss of After-School Program privileges 2-3 Day Suspension ● Possible Report to Richmond Police Department (RPD) or mediation with a representative from RPD ● Parent/Guardian Conference with Senior School Director to discuss student placement at MWA 	<ul style="list-style-type: none"> ● 3-5 Day loss of After-School Program privileges(further infractions will result in After-School Programming privileges being revoked) ● 3-5 Day Suspension ● Possible Report to Richmond Police Department (RPD) or mediation with a representative from RPD ● Parent/Guardian Conference with Senior School Director to discuss student placement at MWA ● Ongoing aggressive infractions may result in a recommendation for expulsion

School Safety Policy Guidelines

It is the policy of MWA to provide a safe environment for students and staff by removing students whose actions cause a potential or continuing danger to students and/or staff. If a student commits any of the following infractions on or under school jurisdiction (while the student is at school, in route to or from school, or at a school-sponsored event/activity), the student **will be recommended for expulsion** from MWA:

- Possessing, selling, or otherwise furnishing a firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Division Director or designee's concurrence.
- Brandishing a knife at another person. As used in this section, "knife" means any dirk, dagger, or other weapon with a fixed, sharpened blade fitted primarily for stabbing, a weapon with a blade longer than 3 ½ inches, a folding knife with a blade (any size) that locks into place, or a razor with an unguarded blade.
- Unlawfully selling a controlled substance
- Committing or attempting to commit a sexual assault as defined in subdivision (n) of Section 48900 or committing a sexual battery as defined in subdivision (n) of Section 48900.

Fights/Threats/Bullying: Students are encouraged and expected to take the following steps to resolve conflict instead of resulting to physical action, threats, or intimidation:

- Inform a Dean of Students, teacher, site monitor, security or any adult in the general vicinity.
- Walk away from the situation that appears to be escalating, then seek out assistance.
- Take deep breaths to help calm down.
- Request a conflict mediation meeting with the Dean of Students to help resolve potential conflicts.

Consequently, fighting, repeated threats to fight, or bullying as a means of creating or resolving conflicts will result in a recommendation for expulsion.

Controlled Substances (Drugs or Alcohol):

The following circumstances can result in suspension and a possible recommendation for expulsion:

- Using, possessing, attempting to buy or selling a controlled substance (illegal drugs or alcohol) or being under the influence.
- Students possessing, attempting to buy, under the influence of, using or selling alcohol or other drugs or related paraphernalia at school or at a school event will be recommended for an Expulsion.
- Possession of tobacco or nicotine products, including but not limited to cigarettes (including electronic smoking devices, e-cigarettes, hookah pens) snuff and smokeless tobacco.

(Please Note: Any of the aforementioned offenses may be reported to the proper legal authorities. Further, repeated or severe violations of the school disciplinary policies may also result in a recommendation for expulsion as identified below in the Suspension and Expulsion Policy and Procedures.)

The above school rules and regulations apply to all school activities, on or off campus, including school-sponsored activities and events, as well as in transport to/from school grounds.

Submitting someone else's work as one's own, including that of tutors, friends, parents or siblings or paraphrasing *without giving credit to the source*:

- Turning in purchased papers or papers from the internet written by someone else
- Helping others plagiarize by sharing one's work, even if a student is unaware it will be copied
- Using someone else's idea *without giving credit to the original source*

Note: *Students can use other people's ideas and even paraphrase or quote their words, but they must give them credit in the writing.*

Searches and Seizures

MWA is fully committed to promoting a safe learning environment. To ensure this, MWA will act in accordance with state law to provide procedures and policies with the goal of eliminating the possession and use of prohibited items, including weapons, controlled substances, or other dangerous items, by students on school premises and at school activities. As necessary to protect the health and welfare of students and staff, law enforcement, MWA security personnel, and/or Executive/Senior Leadership may search a student's personal property, and/or property belonging to MWA under the student's use and may seize illegal, unsafe, or otherwise prohibited items. A student and their belongings may be searched if there is reasonable suspicion that the student has violated or is violating the law or established school rules. Any illegal items and the possession of illegal items (as defined by state law and MWA's policies and guidelines) may be subject to law enforcement. Student lockers are MWA property and remain at all times under the control of MWA. The acceptance and use of locker facilities on MWA campus by any student shall constitute consent by the student to the search of such locker facilities by authorized MWA personnel and/or law enforcement. Inspections of lockers may be conducted by school personnel and/or law enforcement though the use of trained dogs as described above^[c1]. Copies of the MWA Search and Seizure policy can be requested at the Middle and Upper School offices.

Mental Health Services

MWA recognizes that unidentified and unaddressed, mental health challenges can lead to poor academic performance, increased likelihood of suspension and expulsion, chronic absenteeism, student attrition, homelessness, incarceration, and violence. Access to mental health services at MWA and in our community is not only critical to improving the physical and emotional safety of students, but it also helps address barriers to learning and provides support so that all students can learn problem-solving skills and achieve in school and, ultimately, in life. Our students can ask for support from MWA's division social worker by contacting the Main Office in person or by phone at 510-262-1511.

Suicide Prevention and Intervention

The CDC reports that suicide is the second leading cause of death among people 10 to 34 years of age in the United States[i]. This policy outlines MWA’s suicide prevention, intervention and postvention procedures to protect the health and well-being of all MWA students. Please see MWA’s Death Policy for postvention procedures on how to respond to a student who has died by suicide or other circumstances. A full copy of the Suicide Prevention and Intervention Policy can be found on the school website.

Prevention Programming for Students

Students will participate in workshops and trainings that will inform them about the warning signs of suicide, symptoms of mental health disorders commonly experienced by adolescents, resources for mental health support, and how to access mental health services at MWA and in the community.

In order to be responsive to the needs of high-risk students, MWA will provide services to the following categories of students who are considered to be bereaved by suicide (not a comprehensive list):

- Youth experiencing homelessness or in out-of-home settings, such as foster care
- LGBTQI youth
- Youth experiencing traumatic stress

Services are provided through: case management, critical incident debriefings, grief support groups, group therapy, individual therapy, referrals for external support

Risk Factors and Protective Factors

Risk factors for suicide are characteristics or conditions that increase the chance that a person may try to take her or his life. Suicide risk tends to be highest when someone has several risk factors at the same time. (<https://www.thetrevorproject.org/resources/preventing-suicide/suicide-risk-factors/>)

FACTORS OF THE MIND AND BODY	FACTORS FROM THE ENVIRONMENT	FACTORS THAT A PERSON TAKES PART IN, EXPERIENCES OR LEARNS
<ul style="list-style-type: none"> ● History or signs of depression ● History of mental illness ● History of being abused or mistreated ● History of self-injury ● Tendency to be impulsive ● Major physical illness ● Affective disorders (i.e. mood disorders) ● Previous suicide attempt(s) 	<ul style="list-style-type: none"> ● Barriers to mental health services ● Lack of community support ● Homelessness ● A death or relationship breakup ● A job loss or change in financial security ● Feeling unsafe ● Family history of suicide ● High stress family environment or dynamic ● Academic or family crisis ● Easy access to lethal materials 	<ul style="list-style-type: none"> ● Risky health behaviors (e.g. substance abuse, unsafe sex practices, etc.) ● Lack of support from other youth ● Cultural or religious beliefs that suggest suicide as a solution ● Exposure to suicide through the media, family, friends or co-workers ● Unwillingness to seek help ● Non-suicidal self-injury ● Victimization at home or in school ● Difficulty in school, failing grades, bullying others

It is important to bear in mind that the large majority of people with mental disorders or other suicide risk factors do not engage in suicidal behavior.

Protective factors for suicide are characteristics or conditions that may help to decrease a person's suicide risk. While these factors do not eliminate the possibility of suicide, especially in someone with risk factors, they may help to reduce that risk. Protective factors for suicide have not been studied as thoroughly as risk factors, so less is known about them.

Protective factors for suicide include

- Easy access to effective, culturally competent care
- Support from medical and mental health care professionals
- Coping, problem solving and conflict resolution skills
- Restricted access to highly lethal means of suicide (e.g. firearms)
- Strong connections to family members
- Connectedness to safe schools
- Academic, artistic, athletic achievements
- Nonviolent problem solving and conflict resolution
- Family acceptance for their sexual orientation and/or gender identity
- Positive connections with friends who share similar interests
- Cultural and religious beliefs that discourage suicide
- Positive role models and self esteem

Note that protective factors do not entirely remove risk, especially when there is a personal or family history of depression or other mental disorders.

Re-Entry Procedures

When a student returns to school after a mental health crisis, the Dean(s) and a school mental health professional will meet with the student's parent/guardian and the student to discuss the process for re-entry and the student's readiness to return to school.

- A school mental health professional will coordinate mental health services with the student, parent/guardian, and external mental health care providers with authorization of exchange/release of information.
- The parent/guardian will provide documentation from a mental health care provider with the student's discharge plan that includes the hospitalization dates and contact information of the treating clinician.
- A school mental health professional will inform the senior leadership team of the support plan for the student.
- A school mental health professional or one of the Deans will share with the student's Grade Level Lead the support plan and accommodations or adjustments that should be put in place to help re-integrate the student back to school. If needed, MWA mental health professionals will work with the Special Education Coordinator to put in place an IEP or 504 plan for the student.
- A school mental health professional will assess the student's risk level for at least six weeks after hospitalization and will schedule periodic check-ins with the student and parents/guardians to help the student readjust to the school community and address any ongoing concerns. The student may engage in mental health treatment at MWA if they are not being provided by an external mental health care provider.

[i] <https://www.cdc.gov/violenceprevention/suicide/statistics/>

Expectant and Parenting Students

The MWA mission states, "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." This statement is inclusive of expectant and parenting students. MWA encourages expectant and parenting students to continue their education while receiving necessary health, social service, and day care services. MWA recognizes that expectant and parenting students face challenges that may interfere with academic success and are entitled to accommodations that provide them with the opportunity to succeed academically while protecting their health and the health of their children. This policy outlines the protocol that MWA will utilize to best support expectant and parenting students.

A pregnant or parenting student is entitled to eight weeks of parental leave, or more if deemed medically necessary by the student's physician, which the student may take before the birth of the student's infant if there is a medical necessity and after childbirth during the school year in which the birth takes place, inclusive of any mandatory summer instruction, in order to protect the health of the student who gives or expects to give birth and the infant, and to allow the pregnant or parenting student to care for and bond with the infant. A pregnant or parenting student who does not wish to take all or part of the parental leave to which they are entitled shall not be required to do so. When a student takes parental leave, MWA will ensure that absences from the student's regular school program are excused until the student is able to return to the regular school program or an alternative education program. MWA shall not require a pregnant or parenting student to complete academic work or other school requirements during the leave. A pregnant or parenting student may return to the school and the course of study in which the student was enrolled before taking parental leave.

Upon return to school after taking parental leave, a parenting student will be able to make up work missed during their leave, including, but not limited to, makeup work plans and re-enrollment in courses. Notwithstanding any other law, a pregnant or parenting student may remain enrolled for a fifth year of instruction in MWA if it is necessary in order for the student to be able to complete any graduation requirements, unless MWA determines that the student is reasonably able to complete the graduation requirements in time to graduate from high school by the end of the student's fourth year of high school. If a student chooses not to return to MWA after taking parental leave, he or she is entitled to alternative education options offered by MWA. A pregnant or parenting student who participates in an alternative education program shall be given educational programs, activities, and courses equal to those he or she would have been in if participating in the regular education program. A student shall not incur an academic penalty as a result of the student's use of the accommodations to which it is entitled under the law.

Complaints of noncompliance with laws relating to pregnant or parenting students may be filed under the Uniform Complaint Procedures ("UCP") of MWA. The complaint may be filed in writing with the UCP compliance officer:

Elizabeth Martinez, Chief of Staff
4123 Lakeside Drive , Richmond, CA 94806
(510) 262-1511

What Does Federal Law Say?

Title IX of the Educational Amendments of 1972 stipulates the following in regards to expectant and/or parenting students:

- No rule concerning a student's actual or potential parental, family, or marital status which treats students differently on the basis of sex shall be applied (5 CCR § 4950[C1]; 34 CFR § 106.40(a)).
- Schools must treat pregnancy, childbirth, false pregnancy, termination of pregnancy and recovery therefrom in the same manner and under the same policies as any other temporary disability with respect to any medical or hospital benefit, service, plan or policy MWA administers, operates, offers, or participates in with respect to MWA's students (5 CCR § 4950(d); 34 CFR § 106.40(b)(4)).
- A physician's note certifying that the student is physically and emotionally able to continue participation may be required only if such certification is required for all students for other physical or emotional conditions requiring the attention of a physician (5 CCR § 4950(b); 34 CFR § 106.40(b)(2)).
- Students are permitted to take a leave of absence for pregnancy, childbirth, false pregnancy, termination of pregnancy and recovery therefrom for so long a period of time as is deemed medically necessary by the student's physician, at the conclusion of which the student shall be reinstated to the status which she held when the leave began (34 CFR § 106.40(b)(5)).
- Students shall not be discriminated against or excluded from education programming or activity, including any class or extracurricular activity, on the basis of such student's pregnancy, childbirth, false pregnancy, termination of pregnancy or recovery therefrom, unless the student requests voluntarily to participate in a separate portion of the program or activity of MWA. (34 CFR § 106.40(b)).
- A student may participate in a program or activity for pregnant students if provided by MWA, but participation must be completely voluntary and the separate program or activity must be comparable to that offered to non-pregnant students (34 CFR § 106.40(b)(3)).
- Requiring or refusing to allow a student to take a course or participate in a program on the basis of sex is prohibited (34 CFR § 106.34).
- Discriminatory counseling and use of materials that treat students differently on the basis of sex are prohibited (34 CFR § 106.36).
- Discrimination is prohibited in activities that are part of MWA's education program even if they are not directly run by MWA. Thus, a student cannot be excluded from a program such as student exchange, study abroad, or coursework programs on any basis prohibited by Title IX (34 CFR § 106.31(d)).

Social Work Support

Students who are identified as expectant or parenting will be referred to MWA's Division Social Worker. The Division Social Worker will work alongside the student to ensure that MWA is providing academic and socio-emotional support in-school, in addition to referring the student to these types of support within the community. Once an expectant or parenting student is referred to the Division Social Worker, he/she will follow the protocol outlined below:

- The Division Social Worker will meet with the expectant and/or parenting student to assess the student's physical, mental, and emotional state. The Social Worker will review Title IX rights and confidentiality with the student. If the student consents, the Social Worker will set-up a meeting with the student, student's family, and school administrators.
- The Division Social Worker will collaborate with academic interventionists in order to develop a graduation plan with each expectant and/or parenting student, which will include maternity/paternity leave dates, academic goals, an academic plan, and academic and socio-emotional supports needed.
- The Division Social Worker will collaborate with school staff to ensure the delivery of support systems.
- The Division Social Worker will refer the student to community resources and supports that serve expectant and parenting students, including Cal-Safe Programs.

School Adjustments

MWA will make reasonable adjustments to facilitate equal access and full participation of expectant and parenting students. Adjustments will be made on a case-by-case basis, and may include:

- Home-based study with support from teachers
- Online learning
- Class schedule flexibility
- Provide a private location where the student can pump milk
- Allow additional time for passing periods, lunch, pumping, and breastfeeding as needed

Confidentiality

Expectant and parenting students have the right to have their health and personal information kept confidential. MWA staff should make every effort to keep personal information and health records confidential within the boundaries of applicable law. Here are some important guidelines to ensure confidentiality:

- Personal information students share with the Division Social Worker should be kept confidential.
- The Division Social Worker should encourage these youth to consider informing their parents of a pregnancy. However, the Division Social Worker/school staff may not disclose this information to the student's parents or force or coerce the youth to inform their parents, or any other individual, of any pregnancy or parenting related information.
 - Fear of disclosure prevents some minors from seeking services. When minors are assured that providers will respect their privacy and provide confidential care, they are more likely to seek care, especially reproductive healthcare. Generally, when a minor has the right to consent to treatment or testing, healthcare providers and school staff should keep information related to the service confidential. However, there are circumstances in which confidentiality may not be possible, including: cases of suspected child abuse or neglect, threats by the minor against self or others, cases where there is a serious risk to the minor's life or health (learning of a pregnancy or parenting status is not in and of itself a serious risk to the minor's life or health).

Attendance

Every child between the ages of 6 and 18 has the right and the obligation to attend school. Expectant and parenting students have the same right and obligation under compulsory school attendance laws. This attendance right and obligation applies to students regardless of their marital or parental status. Below are important guidelines to monitor the attendance of expectant and/or parenting students.

- Students are entitled to an extended absence or leave of absence for reasons of pregnancy and related medical conditions, including pregnancy-related illness or health condition, childbirth, and recovery therefrom. The leave shall be for at least the duration deemed medically necessary by the student's licensed healthcare provider. Documentation from students' licensed healthcare providers may be required for verification of pregnancy and related medical conditions only if it is also required for absences due to other medical conditions. Student parents are also entitled to a fair and reasonable parental leave following the birth of a new child. That leave may be taken sequentially following pregnancy leave. The student's family, school staff and medical professionals shall specify a fair and reasonable term for parental leave with each expectant student.

- Students with excused absences or tardiness such as pregnancy-related illnesses or the medical care of related conditions shall be treated like all other students with excused absences or tardiness for short-term disability or medical reasons. Students with excused absences shall be allowed to complete all assignments and tests missed, or a reasonable equivalent of the work missed, during the absences within a reasonable time period. Students shall be given full credit upon satisfactory completion of that work.
- A student who is the parent of a child shall be considered excused when their absence or tardiness is due to the illness or the medical appointment of their child or as a result of the student's pre- or post-natal medical conditions.
- A student who is the parent of a child shall also be considered excused due to lack of child care when the student has made a reasonable effort to secure and maintain reliable child care. The Division Social Worker will take part in determining whether the student has made a reasonable effort to secure child care. MWA requires verification of appointments from expectant students' licensed healthcare providers or the licensed healthcare providers for students' children, however, any such oral or written verification will not appear in the student's school records and shall be stored in a separate confidential file managed by the Division Social Worker.
- At the conclusion of a pregnancy and/or parental leave, students will be reinstated at MWA with the same status as before the leave began. MWA will support the continuation of learning during excused absence and leave with the supports listed above.

Homeless Students

Liaison for Homeless, Foster and/or Mobile Youth: MWA Social Workers, 4123 Lakeside Drive, Richmond, CA 94806, Ph. (510) 262-1511

The term "homeless children and youth" means individuals who lack a fixed, regular and adequate nighttime residence due to economic hardship. It includes children and youths who (42 USC 11434a):

- Are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals;
- Have a primary nighttime residence that is a public or private place not designed for or ordinarily used as regular sleeping accommodations for human beings;
- Are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and/or
- Migratory children and unaccompanied youth (youth not in the physical custody of a parent or guardian) may be considered homeless if they meet the above definition of "homeless."

Homeless status is determined in cooperation with the parent/guardian. In the case of unaccompanied youth, status is determined by the MWA Liaison.

A copy of MWA's complete policy is located in the appendices section.

Foster Youth

The term “foster youth” is defined as:

1. “Foster youth” refers to any child who has been removed from their home pursuant Welfare and Institutions Code section 309 and/or is the subject of a petition filed under Welfare and Institutions Code section 300 or 602. This includes children who are the subject of cases in dependency court and juvenile justice court.
2. “Former juvenile court school students” refers to a student who, upon completion of the student’s second year of high school, transfers from a juvenile court school to MWA.
3. “Child of a military family” refers to a student who resides in the household of an active duty military member.
4. “Currently Migratory Child” refers to a child who, within the last 12-months, has moved with a parent, guardian, or other person having custody to MWA from another Local Educational Agency (“LEA”), either within California or from another state, in order that the child or a member of the child’s immediate family might secure temporary or seasonal employment in an agricultural or fishing activity, and whose parents or guardians have been informed of the child’s eligibility for migrant education services. “Currently Migratory Child” includes a child who, without the parent/guardian, has continued to migrate annually to secure temporary or seasonal employment in an agricultural or fishing activity.
5. “Student participating in a newcomer program” means a student who is participating in a program designed to meet the academic and transitional needs of newly arrived immigrant students that has as a primary objective the development of English language proficiency.

A copy of MWA’s complete policy is located in the appendices section.

School Property and Personal Possessions

Lockers and Locks

Students will be assigned a locker with a lock. Only locks provided by MWA will be used on the lockers. Students should keep the combination to themselves. There will be a \$5 replacement fee for any lost locks. Lockers are for your belongings and school supplies. Students are responsible for the organization and cleanliness of their locker. Lockers may be searched at any time by school officials to the extent allowed by law. As such, students:

- Should not have any unauthorized and/or illegal items such as weapons, cigarettes, drugs (even prescription drugs, which should be kept in the nurse’s office).
- Should not leave food in their locker as it attracts rodents and ants.
- Should not leave any PE clothing in the locker over the weekend.
- Should not leave any electronics, irreplaceable items or other valuables in their locker, including money.

Textbooks

Students will be issued textbooks for their classes. Instructional materials are an expensive resource and MWA provides sufficient instructional materials in accordance with state law. Instructional materials provided for use by students remain the property of MWA. Students are responsible for returning borrowed materials in good condition, with no more wear and tear than usually results from normal use. Students are required to cover their textbooks. If a student textbook is found not under the possession of its owner on campus, it is returned to the Front Office and the parent/guardian is notified.

The parent/guardian of a minor student shall be liable for the replacement cost for any textbooks that the student fails to return or that is willfully cut, defaced or otherwise damaged. The cost of the textbook varies based on the subject matter and cost of shipping. Textbooks purchased by the student or

parent/guardian will not be accepted as a replacement in lieu of funds. If the student or parent/guardian are unable to return the property or pay for the damages, they can work with MWA Administration to work out a solution.

Computer/Internet Use Policy

MWA provides internet access to students for educational purposes only. The use of the internet is necessary for many school research projects. Misuse of the internet or other MWA technology violates MWA Technology Acceptable Use Policy and subjects a student to school disciplinary consequences.

Guidelines:

- Students must complete a cyber-ethics and safety course every year.
- Students should have no expectation of privacy at any time while using MWA technology, nor at home when it pertains to school business.
- MWA is authorized to monitor the use of MWA technology including but not limited to email logs and internet histories of students and does so.
- Students may only use MWA technology, including its internet network, for appropriate educational purposes and research.
- Student access to the internet shall be for school related purposes only; students may not use the network in a fashion inconsistent with directions from teachers or other staff or in violation of the MWA Technology Acceptable Use Policy, which includes, but is not limited to the following prohibited actions:
 - a. Playing games or online gaming.
 - b. Downloading software, music, movies or other content in violation of licensing requirements, copyright or other intellectual property rights.
 - c. Installing software on MWA equipment without the permission of a teacher or other authorized MWA staff person.
 - d. Downloading, viewing or sharing inappropriate content, including pornographic, defamatory or otherwise offensive material.
 - e. Conducting any activity that is in violation of MWA policy, the student code of conduct or local, state or federal law.
 - f. Engaging in any activity that is harmful to other student(s), including the use of MWA technology to harass, intimidate, or bully or otherwise disrupt the educational process.
 - g. Using MWA technology to engage in political activities or conducting for-profit business.
 - h. Using hacking tools on the network or intentionally introducing malicious code or viruses into MWA's network.
 - i. Using any software or proxy service to obscure either the student's IP address or the sites that the student visits.
 - j. Disabling, bypassing, or attempting to disable or bypass any system monitoring, filtering or other security measures.
 - k. Accessing or attempting to access material or systems on the network that the student is not authorized to access.
- Students should use the internet/network only with the permission of designated school staff.
- Students should be considerate of other users on the network.
- Students must use appropriate language for school situations and must not use vulgar or profane language or images, including those with implied vulgarity and/or profanity.
- Students should immediately report any security problems or breaches of these responsibilities to the supervising teacher.
- Students must adhere to copyright laws and plagiarism rules when using the Internet; students should acknowledge the source of information included in their work.
- Students may not share user IDs and passwords required to access email and other programs.
- Students may not give out personal information about themselves or where they live.
- Students may not fill out forms on the Internet without parent/teacher permission.
- Students may not send pictures of themselves through email using MWA technology.
- Students may not have access to e-commerce or publicly provided Internet Service Providers or email services. Students will receive school email accounts upon teacher request and parent permission if the accounts are needed for educational projects.
- Students may not use proxy avoidance sites (sites that allow the user to bypass the Internet filter) or other sites indicated as blocked. Use of these sites violates MWA's Policy and could result in loss of internet access and/or other disciplinary actions.

- Students may not intentionally degrade or disrupt internet network services or equipment. This includes but is not limited to tampering with computer hardware or software, vandalizing data, invoking computer viruses, attempting to gain access to restricted or unauthorized network services, unauthorized redirection of school web pages or violating copyright laws.
- Students may not work directly on teacher or MWA websites without express written permission from the MWA IT Director and an administrator..
- Students may not use MWA technology to construct websites using content or links that violate state or federal laws.
- Students should treat MWA technology with care and respect; no food or drink is allowed when using MWA technology.

Note: To see the full MWA Technology Acceptable Use Policy, please request one from the front desk of the Middle School or Upper School.

Cell Phone/Electronics Policy

Middle School	Upper School
<p>At MWA students are not permitted to use a cell phone and/or electronic device during the school day. MWA believes cell phones and personal electronics are disruptive to the educational environment and therefore are restricted. If students are instructed to bring cell phones to school by the parent for safety reasons and to communicate with them before or after school, the cell phone must be turned off, not visible in a pocket or jacket, or stored in a backpack or locker. If any student is seen with a cell phone or found to be in possession of a cell phone or any other electronic device while at school and/or while riding school-provided transportation, it can and will be confiscated.</p> <p>If students are seen with a cell phone or prohibited electronic devices, they will be warned to put it away. A second time a student is seen with a cell phone and or prohibited electronics it will be confiscated and kept until the end of the school day and the parent will be notified. From then on, the student will be asked to check their phone at the office at the beginning of the day and the student can pick it up at the end of the day when they are going home. The cell phone or prohibited electronic device can be confiscated whether or not the student is the owner of the phone or not. Cell phones and electronics may be confiscated from students by any MWA staff. If additional infractions occur involving a cell phone or electronic device, the student will be subject to more severe consequences.</p> <p>In cases where it is necessary for students to bring a cell phone on campus, cell phones should be checked-in to the Front Office safe upon arrival to school and picked up at the end of the school day.</p>	<p>Upper school students are permitted to use a cell phone and/or electronic devices on campus, during break, lunch, and passing periods only. MWA believes that cell phones/electronics are disruptive to the educational environment and therefore are completely restricted during instructional time (unless specifically authorized by a teacher for instructional purposes). All cell phone and electronic devices should be turned off and not visible during instructional time. Students using a cellphone or electronic device during an authorized time will have the item confiscated.</p> <p>If additional infractions occur involving a cell phone, headphones/earbuds, or other electronic device, the student will be subject to escalation intervention-including loss of privileges.</p> <p>In cases where a student has lost the privilege of having a cellphone/electronic device in their personal possession during the school day and a parent/guardian is concerned about safety, then the parent/guardian should contact the Dean of Students or designee.</p>
<p>At no time shall MWA be responsible for preventing theft, loss or damage to cell phones, pagers, or other electronic devices brought onto campus or school-provided transportation. Notwithstanding the above rules, no student shall be prohibited from possessing or using a cell phone or electronic device in an emergency, in response to a perceived threat of danger, as required by the student's IEP</p>	

or when it is determined by a licensed physician and surgeon to be essential for the health of the student and use of which is limited to purposes related to the health of the student.

Visitor Policy/Guidelines

Partnership between MWA, parents/guardians and families are essential to support student achievement. To promote family involvement, community building, and academic growth, parents/guardians and educational advocates are always welcome on campus, on the condition that they adhere to the visitor policy outlined below.

All visitors are expected to provide a state-issued identification card, read and sign a copy of the Visitor Policy/Guidelines and return to front office staff prior to being approved for visit.

Visitors who are not parents or guardians of currently enrolled students, including but not limited to former students, former employees, family members of current students and siblings who are not currently enrolled at MWA are required to adhere to the following procedures:

All campus visitors must have the prior consent and approval of the school leader or their designee.

- Visitors may request school leader consent through the front office or by contacting the front office at 510-262-1511.
- The request should include the purpose of the visit, dates, and times of the visit and the specific classroom or student being observed.
- Immediately upon arriving on campus, all visitors must check in at the front office to sign in and obtain a visitor's pass.
- All visitors must wear a visitor's pass in a visible place throughout the duration of their stay on campus.
- All visitors must sign out upon the completion of their visit and return their visitor's badge.

If the visitor is a government officer/official (including but not limited to local law enforcement officers, immigration enforcement officers, social workers, district attorneys, or U.S. attorneys) the officer/official will also be asked to produce any documentation that authorizes school access. MWA shall make reasonable efforts to notify parents/guardians prior to permitting a student to be interviewed or searched, consistent with the law and/or any court order, warrant or instructions from the officer/official. A copy of the documentation provided by the officer and notes from the encounter may be maintained by MWA, consistent with the law. The MWA Board of Directors and Bureau of Children's Justice in the California Department of Justice, at BCJ@doj.ca.gov, will be timely informed regarding any attempt by a law-enforcement officer to access a school site or a student for immigration-enforcement purposes, as recommended by the Attorney General.

Visitor Conduct While on Campus

To maintain a safe and productive learning environment for students and staff, we request that visitors adhere to the following:

- Enter and leave the classroom as quietly as possible.
- Do not converse with students, teachers or other instructional assistants during the visit unless given permission.
- Keep the length and frequency of classroom visits reasonable, based on the activity being observed.
- No electronic listening or recording device may be used in a classroom without the Director's or designee's permission.

Administrator Authority

All visitors who enter MWA and fail to adhere to the visitor policy or who defy the school policy and administration's authority may be reported to the appropriate police agency and may be subject to criminal charges.

Parent/Guardian Rights

- Parents have the right to observe classrooms in which their child is enrolled after making a request in advance, within a reasonable timeframe.
- Parents have the right to request a meeting with a classroom teacher, the school Director or their designee after observing their student.

Parents/Guardians, Visitors Shall Not:

- Willfully interfere with the behavior management, order or conduct in any classroom or school activity with the intent to disrupt, obstruct, or inflict damage to property or bodily injury to any person.
- Disrupt class work, extracurricular activities or cause disorder in a place where a school employee is required to perform their duties.
- Willfully interfere with or disregard any safety-related operations and procedures (e.g. moving traffic cones for convenience), including for student sign-out, arrival and dismissal.

Removal of Visitors

- Administration may refuse to register a visitor if it is believed that the presence of the visitor would cause a threat of disruption, physical injury to staff members or students, and or threaten of destruction of property.
- Administration may withdraw consent to be on campus whenever there is reason to believe that the person has willfully disrupted or is likely to disrupt MWA's orderly operation. If consent is withdrawn by someone other than the Senior School Director, they may reinstate consent for the visitor if he/she believes that the person's presence will not constitute a disruption or substantial and material threat to MWA's orderly operation. Consent can be withdrawn for up to fourteen (14) days.

- Administration may request that a visitor who has failed to register, or whose registration privileges have been denied or withdrawn, promptly leave school grounds. When a visitor is directed to leave, Administration shall inform the visitor that if he/she reenters MWA without following the posted requirements he/she will be guilty of a misdemeanor.
- Any visitor that is denied registration or has their registration revoked may request a conference with the Senior School Director. The request shall be in writing, shall state why the denial or revocation was improper, shall give the address to which notice of conference is to be sent, and shall be delivered to the Senior School Director within 14 days of the denial or revocation of consent. The Senior School Director shall promptly mail a written notice of the date, time, and place of the conference to the person who requested the conference. A conference with them shall be held within seven days after they receive the request. If no resolution can be agreed upon, the Senior School Director shall forward notice of the complaint to the MWA Board of Directors. The MWA Board of Directors shall address the Complaint at the next regular board meeting and make a final determination.
- At each entrance to the campus, signs shall be posted specifying the hours during which registration is required, stating where the office of the Director or designee is located, and what route to take to that office, and setting forth the penalties for violation of this Policy.
- Administration shall seek the assistance of the police in managing or reporting any visitor in violation of this policy.

Volunteer Criminal Background Checks and Tuberculosis Testing

As required by law, all individuals working or volunteering at MWA will be required to submit to a criminal background investigation. No condition or activity will be permitted that may compromise MWA's commitment to the safety, and the well-being of students takes precedence over all other considerations. Conditions that preclude volunteering at MWA include conviction of a controlled substance or sex offense, or a serious or violent felony. Additionally, should a volunteer, during their volunteer service with MWA, be convicted of a controlled substance or sex offense, or serious or violent felony, the volunteer must immediately report such a conviction to the Managing Director of Human Resources.

All volunteers of MWA whose functions require frequent or prolonged contact with students [C1] must submit written proof from a physician of a risk assessment examination for tuberculosis (TB) within the last sixty (60) days. If TB risk factors are identified, a physician must conduct an examination to determine whether the volunteer is free of infectious TB. The examination for TB consists of an approved TB test, which, if positive, will be followed by an x-ray of the lungs, or in the absence of skin testing, an x-ray of the lungs. All volunteers whose functions require frequent or prolonged contact with students will be required to undergo TB risk assessments and, if risk factors are found, the examination at least once every four (4) years. The costs of the TB risk assessment and, if indicated, the examination will be borne by the volunteer. Food handlers may be required to have annual TB exams. Documentation of volunteer compliance with TB risk assessments and examinations will be kept on file in the HR office.

All-School Emergency Evacuation Plan

MWA has a detailed comprehensive safety and emergency plan. A copy of the plan may be requested at MWA front offices. In the case of an emergency, it is important that students listen to, and follow exactly, the instructions given by any MWA staff member or emergency personnel.

All-School Lockdown Drill

In the event of a dangerous situation, crisis in process or stranger on campus, "Lockdown Campus" would be declared by the Chief Executive Officer, Senior School Director or designee.

The procedure for the lock down as facilitated by faculty and staff is as follows:

- "Lockdown School" is announced over the PA system,
- Staff will quickly check outside their rooms to allow any nearby staff or students to enter before locking the door.
- Doors are locked. Lights are turned off. Windows are covered.
- All students and staff will duck out of sight, cover and remain in place until notified that the need for lockdown is over.

If your students feel anxiety as a result of this drill, students are encouraged to speak with any on-site psychological counselor or staff member.

Notice of Pipeline Hazard

An 8-inch diameter liquid petroleum pipeline, owned and operated by Kinder Morgan Energy, Partners, LP traverses the western portion of the MWA property, primarily behind Building 2 (4131 Lakeside Drive). J House Environmental, Inc. prepared a pipeline hazard analysis to identify potential safety hazards associated with school facility operations in proximity to this pipeline.

This analysis concluded, "The Kinder-Morgan refined petroleum product pipeline that traverses the western portion of the 4123 and 4131 Lakeside Drive site is not anticipated to pose a significant safety hazard to students or staff at the proposed charter school."

A copy of the complete 26-page pipeline hazard analysis is available for viewing at the Front Office, MWA, 4123 Lakeside Drive, Richmond, CA.

Appendices

Appendix A: Student-Parent/Guardian Acknowledgment Form

Please complete, detach and return to homeroom or advisor teacher

(PLEASE PRINT CLEARLY)

Student Name _____ **Wave** _____

The MWA Student-Parent/Guardian Handbook is designed to promote and support student success by outlining the important policies, procedures and expectations of the Academy.

We are requiring that all parents and guardians read and review MWA's Student-Parent/Guardian Handbook with their student and return this cover sheet acknowledging that this document has been received and read.

I have received and read a copy of the MWA Student-Parent/Guardian Handbook. I understand that if I have any questions about the Handbook, I may consult the Division Director and/or designee(s).

Student Full Name: _____

Student Signature: _____

Parent/Guardian Full Name: _____ Date: _____

Parent/Guardian Signature: _____ Date: _____

Appendix B: Parent/Guardian and Student Commitment Form

<i>Student Commitment</i>	<i>Parent/Guardian Commitment</i>
<p>As a student I will:</p> <ul style="list-style-type: none"> ● Set goals ● Be a scholar ● Make mistakes and learn from them ● Arrive at school on time ready to learn ● Reflect on and evaluate my performance ● Act with truthfulness, kindness, and respect ● Treat all people with respect, kindness, and dignity ● Put forth my best effort to be the best Wave-Maker I can be ● Discover and develop my voice, my talents, and my strengths ● Discover and develop my value to the group, MWA, and the community ● Take responsibility for my actions, my relationships, my community, and my environment <hr/> <p>Student Name (Print)</p> <hr/> <p>Student Signature</p> <hr/> <p>Date</p>	<p>As a parent/guardian I will:</p> <ul style="list-style-type: none"> ● Take primary responsibility for behavior management ● Work to develop in my student good behavior habits as well as proper attitudes regarding school-life and life in general by teaching through example ● Work with school officials to resolve any behavior management incident in a patient, objective, and fair manner ● Attend parent/guardian -conference sessions and mandatory monthly meetings ● Actively monitor and assist with my student's progress ● Communicate and work closely with MWA staff ● Communicate with all MWA staff in a professional and respectful manner <hr/> <p>Student Name (Print)</p> <hr/> <p>Parent/Guardian Name (Print)</p> <hr/> <p>Parent/Guardian Signature</p> <hr/> <p>Date</p>

Appendix C: Professional Boundaries: Staff/Student Interaction Policy

MWA recognizes its responsibility to make and enforce all rules and regulations governing student and employee behavior to bring about the safest and most learning-conducive environment possible.

Corporal Punishment

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of, or willfully causing the infliction of, physical pain on a student.

For purposes of this policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to property.

For clarification purposes, the following examples are offered for direction and guidance of School personnel:

- A. Examples of PERMITTED actions (NOT corporal punishment)
 - 1. Stopping a student from fighting with another student;
 - 2. Preventing a student from committing an act of vandalism;
 - 3. Defending yourself from physical injury or assault by a student;
 - 4. Forcing a student to give up a weapon or dangerous object;
 - 5. Requiring an athletic team to participate in strenuous physical training activities designed to strengthen or condition team members or improve their coordination, agility, or physical skills;
 - 6. Engaging in group calisthenics, team drills, or other physical education or voluntary recreational activities.

- B. Examples of PROHIBITED actions (corporal punishment)
 - 1. Hitting, shoving, pushing, or physically restraining a student as a means of control;
 - 2. Making unruly students do push-ups, run laps, or perform other physical acts that cause pain or discomfort as a form of punishment;
 - 3. Paddling, swatting, slapping, grabbing, pinching, kicking, or otherwise causing physical pain.

Acceptable and Unacceptable Staff/Student Behavior

This policy is intended to guide all School faculty and staff in conducting themselves in a way that reflects the high standards of behavior and professionalism required of school employees and to specify the boundaries between students and staff.

Although this policy gives specific, clear direction, it is each staff member's obligation to avoid situations that could prompt suspicion by parents, students, colleagues, or school leaders. One viable standard that can be quickly applied, when you are unsure if certain conduct is acceptable, is to ask yourself, "Would I be engaged in this conduct if my family or colleagues were standing next to me?"

For the purposes of this policy, the term "boundaries" is defined as acceptable professional behavior by staff members while interacting with a student. Trespassing the boundaries of a student/teacher relationship is deemed an abuse of power and a betrayal of public trust.

Some activities may seem innocent from a staff member's perspective, but can be perceived as flirtation or sexual insinuation from a student or parent point of view. The objective of the following lists of acceptable and unacceptable behaviors is not to restrain innocent, positive relationships between staff and students, but to prevent relationships that could lead to, or may be perceived as, sexual misconduct.

Staff must understand their own responsibility for ensuring that they do not cross the boundaries as written in this policy. Disagreeing with the wording or intent of the established boundaries will be considered irrelevant for disciplinary purposes. Thus, it is crucial that all employees learn this policy thoroughly and apply the lists of acceptable and unacceptable behaviors to their daily activities. Although sincere, competent interaction with students certainly fosters learning, student/staff interactions must have boundaries surrounding potential activities, locations and intentions.

Duty to Report Suspected Misconduct

When any employee reasonably suspects or believes that another staff member may have crossed the boundaries specified in this policy, he or she must immediately report the matter to a school administrator. All reports shall be as confidential as possible under the circumstances. It is the duty of the administrator to investigate and thoroughly report the situation. Employees must also report to the administration any awareness or concern of student behavior that crosses boundaries or where a student appears to be at risk for sexual abuse.

Examples of Specific Behaviors, the following examples are not an exhaustive list:

Unacceptable Staff/Student Behaviors (Violations of this Policy)

- (a) Giving gifts to an individual student that are of a personal and intimate nature.
- (b) Kissing of any kind.
- (c) Any type of unnecessary physical contact with a student in a private situation.
- (d) Meeting with students for a non-school purpose, or intentionally being alone with one (1) or more students away from MWA.
- (e) Making or participating in sexually inappropriate comments.
- (f) Sexual jokes.
- (g) Seeking emotional involvement with a student for your benefit.
- (h) Listening to or telling stories that are sexually oriented.
- (i) Discussing inappropriate personal troubles or intimate issues with a student in an attempt to gain their support and understanding.
- (j) Becoming involved with a student so that a reasonable person may suspect inappropriate behavior.
- (k) Being in communication with a student outside of school hours unless it is pertaining to specific classroom assignments or student club activity responsibilities.

Unacceptable Staff/Student Behaviors without Parent and Supervisor Permission

(These behaviors should only be exercised when a staff member has parent and supervisor permission.)

- (a) Giving students a ride to/from school or school activities.
- (b) Being alone in a room with a student at school with the door closed.
- (c) Allowing students in your home.

Cautionary Staff/Student Behaviors

(These behaviors should only be exercised when a reasonable and prudent person, acting as an educator, is prevented from using a better practice or behavior. Staff members should inform their supervisor of the circumstance and occurrence prior to or immediately after the occurrence)

- (a) Remarks about the physical attributes or development of anyone.
- (b) Excessive attention toward a particular student.
- (c) Sending emails, text messages or letters to students if the content is not about school activities.

Acceptable and Recommended Staff/Student Behaviors

- (a) Getting parents' written consent for any after-school activity.
- (b) Obtaining formal approval to take students off school property for activities such as field trips or competitions.
- (c) Emails, text, phone and instant messages to students must be very professional and pertaining to school activities or classes (Communication should be limited to school technology).
- (d) Keeping the door open when alone with a student.
- (e) Keeping reasonable space between you and your students.
- (f) Stopping and correcting students if they cross your own personal boundaries.
- (g) Keeping parents informed when a significant issue develops about a student.
- (h) Keeping after-class discussions with a student professional and brief.
- (i) Asking for advice from fellow staff or administrators if you find yourself in a difficult situation related to boundaries.
- (j) Involving your supervisor if conflict arises with the student.
- (k) Informing the Managing Director of Human Resources about situations that have the potential to become more severe.
- (l) Making detailed notes about an incident that could evolve into a more serious situation later.
- (m) Recognizing the responsibility to stop unacceptable behavior of students or coworkers.
- (n) Asking another staff member to be present if you will be alone with any type of special needs student.
- (o) Asking another staff member to be present when you must be alone with a student after regular school hours.
- (p) Giving students praise and recognition without touching them.
- (q) Pats on the back, high fives and handshakes are acceptable.
- (r) Keeping your professional conduct a high priority.
- (s) Asking yourself if your actions are worth your job and career.

Appendix D: Annual Notices for Academic Programs

California Assessment of Student Performance and Progress (“CAASPP”)

MWA shall annually administer required state testing to the applicable grades (e.g., the California Assessment of Student Performance and Progress.) Notwithstanding any other provision of law, a parent’s or guardian’s written request to school officials to excuse their child from any or all parts of the state assessments shall be granted.

Teacher Qualifications

All parents may request information regarding the professional qualifications of classroom teachers and/or paraprofessionals.

Parent and Family Engagement Policy

MWA aims to provide all students in our school significant opportunity to receive a fair, equitable, and high-quality education, and to close educational achievement gaps while abiding by guidelines within the Elementary and Secondary Education Act (“ESEA”). MWA staff recognizes a partnership with families is essential to meet this goal. Our Parent and Family Engagement Policy leverages and promotes active involvement of all families as partners with schools to ensure student success. A copy of the MWA’s complete Policy is available upon request in the main office.

Homework Policy

Homework is an important part of the instructional program at MWA. Homework assignments increase appropriately in quantity and variety as a student progresses each year. Homework reinforces classroom studies and helps to develop student capacity to do independent work. Students will be given a planner and are required to use it daily for recording homework assignments. Students are expected to complete homework neatly, on time and with a parent signature (as required by the teacher). Any problems or concerns regarding the completion of homework should be communicated with the classroom teacher.

In the event of an unplanned absence, students are expected to request and make arrangements to complete homework that was due on the day(s) they were absent upon their return to school. Accepting late homework due to unexcused absences is the discretion of the teacher. For every day of an excused absence, students have that number of days to turn in late assignments.

Cal Grant Program Annual Notice

MWA is required by state law to submit the GPA of all high school seniors by October 1 of each year, unless the student over age 18 or parent/guardian for those under 18 opt out. Students currently in eleventh (11th) grade will be deemed a Cal Grant applicant, unless the student (or parent, if the student is under 18) has opted out by or before February 1, 2021.

Upper School Interscholastic Athletics Program Annual Notice

Interscholastic Athletic Participation is an enriching co-curricular opportunity for the students in the Upper School. While all students are welcomed to try out and participate, there are expectations set by the Bay Area Conference (BAC), North Coast Section (NCS) and California Intercollegiate Federation (CIF), the three governing bodies for our participation in high school athletics. In addition, MWA has expectations for its student athletes as well. Participation in athletics helps teach resilience, teamwork, cooperation, sportsmanship, dedication, perseverance, fitness, and so much more. Please be advised that parents/guardians must sign a concussion/head injury information sheet on a yearly basis if their student is an athlete on any of the MWA’s athletic teams. This does not apply to an athlete engaging in an athletic activity during the regular school day or as part of a physical

education course. For eligibility and participation requirements, please review our MWA Athletics Participation Policy located at the upper and middle school offices.

- For a full list of sports offered at MWA, visit our Athletics Page on the MWA website

Concussion/Head Injuries

A concussion is a brain injury that can be caused by a bump, blow, or jolt to the head, or by a blow to another part of the body with the force transmitted to the head. Even though most concussions are mild, all concussions are potentially serious and may result in complications including prolonged brain damage and death if not recognized and managed properly. Because MWA Upper School has elected to offer an athletic program, we must immediately remove from a school-sponsored athletic activity for the remainder of the day an athlete who is suspected of sustaining a concussion or head injury during that activity. The athlete may not return to that activity until he or she is evaluated by, and receives written clearance from, a licensed healthcare provider. If the licensed health care provider determines the athlete has a concussion or head injury, the athlete shall also complete a graduated return-to-play protocol of no less than seven days in duration under the supervision of a licensed health care provider. On a yearly basis, a concussion and head injury information sheet must be signed and returned by the athlete and the athlete's parent or guardian before the athlete initiates practice or competition. This requirement does not apply to an athlete engaging in an athletic activity during the regular school day or as part of a physical education course.

Sudden Cardiac Arrest

MWA is invested in the health of its athletes, especially their heart health. Sudden cardiac arrest (SCA) is when the heart stops beating, suddenly and unexpectedly. Those wishing to participate in athletics at MWA must review the information sheet on sudden cardiac arrest via the link below and provided prior to participation:

(http://assets.ngin.com/attachments/document/0115/1081/Sudden_Cardiac_Arrest_Info_.pdf.)

English Learners

MWA is committed to the success of its English learners and support will be offered both within academic classes and in supplemental settings for students who need additional support for English language learning. MWA will meet all applicable legal requirements for English learners as they pertain to annual notification to parents, student identification, placement, program options, English learners and core content instruction, teacher qualifications and training, reclassification to fluent English proficient status, monitoring and evaluating program effectiveness, and standardized testing requirements. MWA will implement policies to assure proper placement, evaluation, and communication regarding English learners and the rights of students and parents.

Availability of Health Insurance

Children—regardless of immigration status (including foster youth, pregnant girls, and legally present individuals, including those with deferred action for childhood arrivals [“DACA”] status) may be eligible for no- or low-cost Medi-Cal insurance. Medi-Cal covers immunizations, checkups, specialists, vision and dental services, and more for children and youth at no- or low-cost. Medi-Cal enrollment is available year-round. Covered California allows legal residents of California to compare quality health plans and choose one that works best. Based on income and family size, many Californians may qualify for financial assistance.

http://hbex.coveredca.com/toolkit/PDFs/ALL_IN_Flyer_EnrollGetCareRenew_CC.pdf

MWA shall not discriminate against a student who does not have health care coverage or use any information relating to a student's health care coverage or interest in learning about health care coverage in any manner that would bring harm to the student or the student's family.

Sexual Health Education

MWA offers comprehensive sexual health education to its students. A parent or guardian of a student has the right to excuse their child from all or part of comprehensive sexual health education, HIV prevention education, and assessments related to that education through a passive consent (“opt-out”) process. MWA does not require

active parental consent (“opt-in”) for comprehensive sexual health education and HIV prevention education. Parents and guardians may:

- Inspect written and audiovisual educational materials used in comprehensive sexual health education and HIV prevention education.
- Excuse their child from participation in comprehensive sexual health education and HIV prevention education in writing to MWA.
- Be informed whether the comprehensive sexual health or HIV/AIDS prevention education will be taught by MWA personnel or outside consultants. When MWA chooses to use outside consultants or to hold an assembly with guest speakers to teach comprehensive sexual health or HIV/AIDS prevention education, be informed of:
 - The date of the instruction
 - The name of the organization or affiliation of each guest speaker
- Request a copy of Education Codes 51930 through 51939.

Anonymous, voluntary, and confidential research and evaluation tools to measure students’ health behaviors and risks may be administered to students. A parent or guardian has the right to excuse their child from the test, questionnaire, or survey (“opt-out”). Parents or guardians shall be notified in writing that this test, questionnaire, or survey is to be administered, given the opportunity to review the test, questionnaire, or survey if they wish, notified of their right to excuse their child from the test, questionnaire, or survey, and informed that in order to excuse their child they must state their request in writing to MWA.

A student may not attend any class in comprehensive sexual health education or HIV prevention education, or participate in any anonymous, voluntary, and confidential test, questionnaire, or survey on student health behaviors and risks, if MWA has received a written request from the student’s parent or guardian excusing the student from participation. An alternative educational activity shall be made available to students whose parents or guardians have requested that they not receive the instruction or participate in the test, questionnaire, or survey.

Tests on Personal Beliefs

Unless a parent or guardian gives written permission, a student will not be given any test, questionnaire, survey, or examination containing any questions about the student’s , or their parents’ or guardians’ personal beliefs or practices in sex, family life, morality, or religion.

California Healthy Kids Survey

MWA will administer the California Healthy Kids Survey (“CHKS”) to those students whose parents provide written permission. The CHKS is an anonymous, confidential survey of school climate and safety, student wellness, and youth resiliency that enables MWA to collect and analyze data regarding local youth health risks and behaviors, school connectedness, school climate, protective factors, and school violence.

Animal Dissections

Students at MWA perform animal dissections as part of the science curriculum. Any student who provides their teacher with a written statement, signed by their parent/guardian, specifying the student’s moral objection to dissecting or otherwise harming or destroying animals, or any parts thereof, may be excused from such activities if the teacher believes that an adequate alternative education project is possible. The alternative education project shall require a comparable time and effort investment by the student. It shall not, as a means of penalizing the student, be more arduous than the original education project. The student shall not be discriminated against based upon their moral objection to dissecting or otherwise harming or destroying animals, or any parts thereof. Students choosing an alternative educational project shall pass all examinations of the respective course of study

in order to receive credit for that course of study. However, if tests require the harmful or destructive use of animals, a student may, similarly, request alternative tests as set forth above.

Diabetes Annual Notification to Parents

MWA will provide an information sheet regarding type 2 diabetes to the parent or guardian of incoming 7th grade students, pursuant to Education Code Section 49452.7. The information sheet shall include, but shall not be limited to, all of the following:

1. A description of type 2 diabetes.
2. A description of the risk factors and warning signs associated with type 2 diabetes.
3. A recommendation that students displaying or possibly suffering from risk factors or warning signs associated with type 2 diabetes should be screened for type 2 diabetes.
4. A description of treatments and prevention of methods of type 2 diabetes.
5. A description of the different types of diabetes screening tests available.

The information sheet can be found at: <https://www.cde.ca.gov/ls/he/hn/type2diabetes.asp>

Appendix E: Anti-Bullying, Harassment, Intimidation, Discrimination and Title IX Policy

MWA is committed to providing a work and educational atmosphere that is free of unlawful discrimination, sexual harassment, harassment, intimidation, and bullying. MWA will not condone or tolerate discrimination or harassment of any type, including bullying, or intimidation, by any employee, independent contractor or other person with which it does business, or any other individual, student, or volunteer.

As used in this policy, discrimination, sexual harassment, harassment, intimidation, and bullying are described as the intentional conduct, including verbal, physical, written communication or cyber-bullying, including cyber sexual bullying, based on the actual or perceived characteristics of mental or physical disability, sex (including pregnancy and related conditions, and parental status), sexual orientation, gender, gender identity, gender expression, immigration status, nationality (including national origin, country of origin, and citizenship), race or ethnicity (including ancestry, color, ethnic group identification, ethnic background, and traits historically associated with race, including, but not limited to, hair texture and protective hairstyles such as braids, locks, and twist), religion (including agnosticism and atheism), religious affiliation, medical condition, genetic information, marital status, age or association with a person or group with one or more of these actual or perceived characteristics or any other basis protected by federal, state, local law, ordinance or regulation. In addition, bullying encompasses any conduct described in the definitions set forth in this Policy. Hereafter, such actions are referred to as "misconduct prohibited by this policy."

MWA will promptly and thoroughly investigate any complaint of misconduct prohibited by this policy and take appropriate corrective action, if warranted, including those on social networking sites and communication devices.

All complaints of misconduct prohibited by this policy will be treated seriously. Students are expected to guide all of their actions with others using the MWA Core Values. Material that is considered verbally or physically threatening, obscene, racist, discriminatory, will not be tolerated. MWA will address misconduct prohibited by this policy, which includes but is not limited to harassment in social networking threatening posts and/or correspondence, that comes to the attention of MWA. MWA reserves the right to access and review any and all information in accordance with the law and MWA policies in an attempt to preserve the safety, health, and overall well-being of the student.

To the extent possible, MWA will make reasonable efforts to prevent students from being discriminated against, harassed, intimidated and/or bullied, and will take action to investigate, respond to, and address any reports of such behaviors in a timely manner. MWA staff who witness acts of misconduct prohibited by this policy will take immediate steps to intervene, when safe to do so.

Moreover, MWA will not condone or tolerate misconduct prohibited by this policy by any employee, independent contractor or other person with which MWA does business, or any other individual, student, or volunteer. This policy applies to all employees, students, or volunteer actions and relationships, regardless of position or gender. MWA will promptly and thoroughly investigate any complaint of such misconduct prohibited by this policy and take appropriate corrective action, if warranted.

Title IX, Harassment, Intimidation, Discrimination and Bullying Coordinator:

Dean of Students
4123 Lakeside Drive
Richmond, CA 94806
Ph. (510) 262-1511

Prohibited Unlawful Harassment

- Verbal conduct such as epithets, derogatory jokes or comments or slurs;
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with school because of sex, race or any other protected basis;
- Retaliation for reporting or threatening to report harassment;
- Deferential or preferential treatment based on any of the protected characteristics above.

Prohibited Unlawful Harassment under Title IX

Title IX (20 U.S.C. § 1681 et. seq; 34 C.F.R. § 106.1 et. seq) and California state law prohibit harassment on the basis of sex. In accordance with these existing laws, discrimination on the basis of sex in education institutions is prohibited. All persons, regardless of sex, are afforded equal rights and opportunities and freedom from unlawful discrimination in education programs or activities conducted by MWA.

MWA is committed to providing an educational environment free of sexual harassment and considers such harassment to be a major offense, which may result in disciplinary action.

Sexual harassment consists of unwelcomed sexual advances, request for sexual favors and other verbal or physical conduct of a sexual nature when: (a) Submission to the conduct is explicitly or implicitly made a term or a condition of an individual's education, academic status, or progress; (b) submission to, or rejection of, the conduct by the individual is used as the basis of educational or academic decisions affecting the individual; (c) the conduct has the purpose or effect of having a negative impact upon the individual's academic performance, or of creating an intimidating, hostile, or offensive educational environment; and/or (d) submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available at or through the educational institution.

It is also unlawful to retaliate in any way against an individual who has articulated a good faith concern about sexual harassment against him/her or against another individual.

Sexual harassment may include, but is not limited to:

Physical assaults of a sexual nature, such as:

- Rape, sexual battery, molestation or attempts to commit these assaults and
- Intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, or poking another's body

Unwanted sexual advances, propositions or other sexual comments, such as:

- Sexually oriented gestures, notices, remarks, jokes, or comments about a person's sexuality or sexual experience
- Preferential treatment or promises of preferential treatment to an individual for submitting to sexual conduct, including soliciting or attempting to solicit any individual to engage in sexual activity for compensation or reward or deferential treatment for rejecting sexual conduct
- Subjecting or threats of subjecting a student to unwelcome sexual attention or conduct or intentionally making the student's academic performance more difficult because of the student's sex

Sexual or discriminatory displays or publications anywhere in the educational environment, such as:

- Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing or possessing any such material to read, display or view in the educational environment
- Reading publicly or otherwise publicizing in the educational environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic, and
- Displaying signs or other materials purporting to segregate an individual by sex in an area of the educational environment (other than restrooms or similar rooms)

The illustrations of harassment and sexual harassment above are not to be construed as an all-inclusive list of prohibited acts under this Policy.

What is Bullying?

“Bullying” means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act. Bullying includes one or more acts committed by a student or group of students that may constitute as sexual harassment, hate violence and/or creates an intimidating and/or hostile educational environment directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

1. Placing a reasonable student or students in fear of harm to that student or those students’ person or property.
2. Causing a reasonable student to experience a substantially detrimental effect on their physical or mental health.
3. Causing a reasonable student to experience a substantial interference with their academic performance.
4. Causing a reasonable student to experience a substantial interference with their ability to participate in or benefit from the services, activities, or privileges provided by MWA.

* “Reasonable student” is defined as a student, including, but not limited to, an exceptional needs student, who exercises care, skill and judgment in conduct for a person of their age, or for a person of their age with their exceptional needs.

What is Cyberbullying?

“Cyberbullying” is an electronic act that includes the transmission of harassing communication, direct threats, or other harmful texts, sounds, or images on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into another person’s electronic account and assuming that person’s identity in order to damage that person’s reputation.

“Electronic Act” means the creation or transmission originated on or off the school site by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

1. A message, text, sound, video, or image.
2. A post on a social network Internet Web site including, but not limited to:
 - a. Posting to or creating a burn page. A "burn page" means an Internet website created for the purpose of having one or more of the effects as listed in the definition of "bullying," above
 - b. Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in the definition of "bullying," above. "Credible impersonation" means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would

- reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated
- c. Creating a false profile for the purpose of having one or more of the effects listed in the definition of "bullying," above. "False profile" means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.
3. An act of "cyber sexual bullying" including, but not limited to:
 - a. The dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in definition of "bullying," above. A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
 - b. "Cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
 4. Notwithstanding the definitions of "bullying" and "electronic act" above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet

Bullying and Cyberbullying Prevention Procedures

MWA has adopted the following procedures for preventing acts of bullying, including cyberbullying.

1. Cyberbullying Prevention Procedures

MWA advises students:

- A. To never share passwords, personal data, or private photos online.
- B. To think about what they are doing carefully before posting and by emphasizing that comments cannot be retracted once they are posted.
- C. That personal information revealed on social media can be shared with anyone including parents, teachers, administrators, and potential employers. Students should never reveal information that would make them uncomfortable if the world had access to it.
- D. To consider how it would feel receiving such comments before making comments about others online.

MWA informs Charter School employees, students, and parents/guardians of MWA's policies regarding the use of technology in and out of the classroom. MWA encourages parents/guardians to discuss these policies with their children to ensure their children understand and comply with such policies.

2. Education

MWA employees cannot always be present when bullying incidents occur, so educating students about bullying is a key prevention technique to limit bullying from happening. MWA advises students that hateful and/or demeaning behavior is inappropriate and unacceptable in our society and at MWA and encourages students to practice compassion and respect each other.

MWA educates students to accept all student peers regardless of protected characteristics (including but not limited to actual or perceived sexual orientation, gender identification, physical or cognitive disabilities, race, ethnicity, religion, and immigration status) and about the negative impact of bullying other students based on protected characteristics.

MWA's bullying prevention education also discusses the differences between appropriate and inappropriate behaviors and includes sample situations to help students learn and practice appropriate behavior and to develop

techniques and strategies to respond in a non-aggressive way to bullying-type behaviors. Students will also develop confidence and learn how to advocate for themselves and others, and when to go to an adult for help.

MWA informs MWA employees, students, and parents/guardians of this Policy and encourages parents/guardians to discuss this Policy with their children to ensure their children understand and comply with this Policy.[C4]

3. Professional Development

MWA annually makes available the online training module developed by the California Department of Education pursuant Education Code section 32283.5(a) to its certificated employees and all other MWA employees who have regular interaction with students.

MWA informs certificated employees about the common signs that a student is a target of bullying including:

- Physical cuts or injuries
- Lost or broken personal items
- Fear of going to school/practice/games
- Loss of interest in school, activities, or friends
- Trouble sleeping or eating
- Anxious/sick/nervous behavior or distracted appearance
- Self-destructiveness or displays of odd behavior
- Decreased self-esteem

MWA also informs certificated employees about the groups of students determined by MWA, and available research, to be at elevated risk for bullying. These groups include but are not limited to:

- Students who are lesbian, gay, bisexual, transgender, or questioning youth (“LGBTQ”) and those youth perceived as LGBTQ; and
- Students with physical or learning disabilities.

MWA encourages its employees to demonstrate effective problem-solving, anger management, and self-confidence skills for MWA’s students.

Reporting

All staff are expected to provide appropriate supervision to enforce standards of conduct and, if they observe or become aware of misconduct prohibited by this Policy, to intervene as soon as it is safe to do so, call for assistance, and report such incidents. The Board requires staff to follow the procedures in this policy for reporting alleged acts of misconduct prohibited by this Policy.

Any student who believes they have been subject to misconduct prohibited by this Policy or has witnessed such prohibited misconduct is encouraged to immediately report any act such misconduct to the Coordinator. Complaints regarding such misconduct may also be made to the U.S. Department of Education, Office for Civil Rights. Civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders may also be available to complainants.

While submission of a written report is not required, the reporting party is encouraged to submit a written report and may use the report form available in the Front Office and at the end of this handbook. However, oral reports shall also be considered official reports. Reports may be made anonymously, but formal disciplinary action cannot be based solely on an anonymous report. Students are expected to report all incidents of misconduct prohibited by this policy or other verbal or physical abuses. Any student who feels she/he is a target of such behavior should immediately contact a teacher, counselor, administrator, staff person or a family member so that she/he can get assistance in resolving the issue in a manner that is consistent with this policy.

MWA acknowledges and respects every individual's right to privacy. All reports shall be investigated in a manner that protects the confidentiality of the parties and the integrity of the process. This includes keeping the identity of the reporter confidential, as appropriate, except to the extent necessary to carry out the investigation and/or to resolve the issue, as determined by the Coordinator or administrative designee on a case-by-case basis.

MWA prohibits any form of retaliation against any reporter in the reporting process, including but not limited to a reporter's filing of a complaint or the reporting of misconduct prohibited by this policy. Such participation shall not in any way affect the status, grades or work assignments of the reporter. All supervisors of staff will receive sexual harassment training within six months of their assumption of a supervisory position and will receive further training once every two years thereafter. All staff will receive sexual harassment training and/or instruction concerning sexual harassment as required by law.

Investigation

Upon receipt of a report of misconduct prohibited by this policy from a student, staff member, parent, volunteer, visitor or affiliate of MWA, the Coordinator or administrative designee will promptly initiate an investigation. At the conclusion of the investigation, the Coordinator or administrative designee will notify the complainant of the outcome of the investigation. However, in no case may the Coordinator or administrative designee reveal confidential student information related to other students or employees, including the type and extent of behavior management issued against such students or employees.

- Complaints shall be investigated and resolved within 30) school days, unless circumstances reasonably require additional time.
- All records related to any investigation of misconduct prohibited by this policy will remain in a secure location in the Front Office of MWA.
- In those instances when the complaint filed under this policy also requires investigation under the Uniform Complaint Procedures (UCP), such investigation will be undertaken concurrently. A person reporting misconduct prohibited by this Policy may submit a UCP complaint form pursuant to the MWA UCP policy at any time during the grievance process to formalize their complaint in writing.

Appeal

Should the complainant find the Senior School Director or designee's resolution unsatisfactory, he/she may within five school days of the date of resolution, file an appeal with the Designated Appeals Committee. In such cases, at least three certificated MWA employees who are unfamiliar with the case and who have been previously designated and trained for this purpose shall be assembled to conduct a confidential review of the complainant's appeal and render a final disposition.

Consequences

Students or employees who engage in misconduct prohibited by this policy are subject to disciplinary action; students may receive behavior management up to and including suspension or expulsion. Bullying by **any individual** at MWA is strictly prohibited. MWA will report all abuse to the appropriate legal authorities as required by the law.

In addition, any student involved who engages in misconduct prohibited by this policy, regardless of their role, may be required to participate in the following:

- *Bullying Education:* Participation in a specific number of bullying workshop sessions centered around bullying education (i.e. statistics, prevalence, impact of bullying).
- *Restorative Justice:* Specific activities aimed to address and repair the damage caused to the MWA community by bullying (i.e. write an essay on the harmful effects of bullying and present an essay to the MWA community).
- *Psychological Services:* A specific number of individual or group counseling sessions facilitated by a therapeutic clinician.

Appendix F: Nondiscrimination Statement

MWA does not discriminate against any student or employee on the basis of actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, citizenship, immigration status, religion, religious affiliation, sexual orientation, or any other characteristic that is contained in the definition of hate crimes in the California Penal Code.

MWA adheres to all provisions of federal law related to students with disabilities, including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990 (“ADA”), and the Individuals with Disabilities Education Improvement Act of 2004 (“IDEIA”).

MWA does not discourage students from enrolling or seeking to enroll in MWA for any reason, including, but not limited to, academic performance, disability, neglect or delinquency, English proficiency, for being homeless or a foster/mobile youth, economic disadvantage, nationality, race, ethnicity, or sexual orientation. MWA shall not encourage a student currently attending MWA to disenroll or transfer to another school based on any of the aforementioned reasons except in cases of expulsion and suspension or involuntary removal in accordance with MWA’s charter and relevant policies.

MWA does not request nor require student records prior to a student’s enrollment.

MWA shall provide a copy of the California Department of Education Complaint Notice and Form to any parent, guardian, or student over the age of 18 at the following times: (1) when a parent, guardian, or student over the age of 18 inquires about enrollment; (2) before conducting an enrollment lottery; and (3) before disenrollment of a student.

MWA is committed to providing a work and educational atmosphere that is free of unlawful harassment under Title IX of the Education Amendments of 1972 (sex); Titles IV, VI, and VII of the Civil Rights Act of 1964 (race, color, or national origin); The Age Discrimination in Employment Act of 1967; The Age Discrimination Act of 1975; the IDEIA; and Section 504 and Title II of the ADA (mental or physical disability). MWA also prohibits sexual harassment, including cyber sexual bullying, and harassment based upon pregnancy, childbirth or related medical conditions, race or ethnicity, religion, religious affiliation, creed, color, immigration status, gender, gender identity, gender expression, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation, or any other basis protected by federal, state, local law, ordinance or regulation. MWA does not condone or tolerate harassment of any type, including discrimination, intimidation, or bullying, including cyber sexual bullying, by any employee, independent contractor or other person with which MWA does business, or any other individual, student, or volunteer. This applies to all employees, students, or volunteers and relationships, regardless of position or gender. MWA will promptly and thoroughly investigate any complaint of harassment and take appropriate corrective action, if warranted. The lack of English language skills will not be a barrier to admission or participation in MWA’s programs or activities. MWA prohibits retaliation against anyone who files a complaint or who participates in a complaint investigation.

Inquiries, complaints, or grievances regarding harassment as described in this section, above, should be directed to the MWA Uniform Complaint Procedures (“UCP”) Compliance Officer:

Elizabeth Martinez
Chief of Staff
4123 Lakeside Drive
Richmond, CA 94806
(510) 262-1511

Appendix G: Directory Information, FERPA, and Student Records

Definitions

Education Record

An education record is any information recorded in any way, including, but not limited to, handwriting, print, computer media, video or audio tape, film, microfilm, and microfiche containing information directly relating to a student and is maintained by MWA or by a party acting for MWA. Such information includes, but is not limited to:

- Date and place of birth; parent and/or guardian's address, mother's maiden name and where the parties may be contacted for emergency purposes;
- Grades, test scores, courses taken, academic specializations and school activities;
- Special education records;
- Disciplinary records;
- Medical and health records;
- Attendance records and records of past schools attended; and/or
- Personal information such as, but not limited to, a student's name, the name of a student's parent or other family member, student identification numbers, social security numbers, photographs, biometric record or any other type of information that aids in identification of a student.

An education record does not include any of the following:

- Records that are kept in the sole possession of the maker, are used only as a personal memory aid, and are not accessible or revealed to any other person except a temporary substitute for the maker of the record;
- Records maintained by a law enforcement unit of MWA that were created by that law enforcement unit for the purpose of law enforcement;
- In the case of a person who is employed by MWA but not in attendance at MWA, records made and maintained in the normal course of business, relate exclusively to the individual in that individual's capacity as an employee; and are not available for any other purpose;
- Records on a student who is 18 years of age or older, or is attending an institution of postsecondary education, that are: a) made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in their professional capacity or assisting in a paraprofessional capacity; b) made, maintained, or used only in connection with treatment of the student; and c) disclosed only to individuals providing the treatment. For the purpose of this definition, "treatment" does not include remedial educational activities or activities that are part of the program of instruction at MWA;
- Records that only contain information about an individual after he or she is no longer a student at MWA; or
- Grades on peer-graded papers before they are collected and recorded by a teacher.

Personally Identifiable Information

Personally identifiable information is information about a student that is contained in their education records that cannot be disclosed without compliance with the requirements of the Family Educational Rights and Privacy Act of 2001 (20 U.S.C. § 1232g) ("FERPA"). Personally identifiable information includes, but is not limited to: a student's name; the name of a student's parent/guardian or other family member; the address of a student or student's

family; a personal identifier, such as the student's Social Security number, student number or biometric record; other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name; other information that, alone or in combinations, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or information requested by a person who the MWA reasonably believes knows the identity of the student to whom the education record relates.

Directory Information

MWA may disclose the personally identifiable information that it has designated as directory information, consistent with the terms of the annual notice provided by MWA pursuant to FERPA . MWA has designated the following information as directory information:

- Student's name
- Student's address
- Parent/guardian's address
- Telephone listing
- Student's electronic mail address
- Parent/guardian's electronic mail address
- Photograph
- Date and place of birth
- Dates of attendance
- Grade level
- Participation in officially recognized activities and sports
- Weight and height of members of athletic teams
- Degrees, honors, and awards received
- The most recent educational agency or institution attended
- Student ID number, user ID, or other unique personal identifier used to communicate in electronic systems that cannot be used to access education records without a PIN, password, etc. (A student's SSN, in whole or in part, cannot be used for this purpose.)

Parent

Parent means a parent of a student and includes a natural parent, a guardian, or an individual acting as a parent in the absence of a parent or a guardian.

Eligible Student

Eligible student means a student who has reached eighteen (18) years of age.

School Official

A school official is a person employed by MWA as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or a person serving on the Board of Directors of MWA. A school official also may include a volunteer or an independent contractor of MWA or other party who performs an institutional service or function for which MWA would otherwise use its own employees and who is under the direct control of MWA with respect to the use and maintenance of personally identifiable information from education records, such as an attorney, auditor, medical consultant, or therapist; a parent or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another school official in performing their tasks.

Legitimate Educational Interest

A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill their professional responsibility.

Disclosure of Directory Information

At the beginning of each school year, MWA shall provide parents and eligible students with a notice containing the following information: 1) The type of personally identifiable information it designates as directory information; 2) The parent's or eligible student's right to require that MWA not release "directory information" without obtaining prior written consent from parent or eligible student; and 3) The period of time within which a parent or eligible student must notify MWA in writing of the categories of "directory information" that it may not disclose without the parent's or eligible student's prior written consent. MWA will continue to honor a valid request to opt out of the disclosure of a former student's directory information made while the former student was in attendance unless the student rescinds the opt out request.

Annual Notification to Parents and Eligible Students

At the beginning of each school year, in addition to the notice required for directory information, MWA shall provide eligible students currently in attendance and parents of students currently in attendance with a notice of their rights under the FERPA. The notice shall inform the parents and eligible students that they have the right to:

- Inspect and review the student's education records;
- Seek amendment of the student's education records that the parent or eligible student believes to be inaccurate, misleading or otherwise in violation of the student's privacy rights;
- Consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that disclosure is permitted without prior written consent pursuant to FERPA;
- File with the U.S. Department of Education a complaint concerning alleged failures by MWA to comply with the requirements of FERPA and its promulgated regulations; and
- Request that MWA not release student names, addresses and telephone listings to military recruiters or institutions of higher education without prior written parental consent.

The notice must also include the following:

- The procedure for exercising the right to inspect and review educational records;
- The procedure for requesting amendment of records;
- A statement that MWA forwards education records to other agencies or institutions that have requested the records and in which the student seeks or intends to enroll or is already enrolled so long as the disclosure is for purposes related to the student's enrollment or transfer; and
- The criteria for determining who constitutes a school official and what constitutes a legitimate educational interest.

Parental and Eligible Student Rights Relating to Educational Records

Parents and eligible students have the right to review the student's education records. In order to do so, parents and eligible students shall submit a request to review education records in writing to the MWA Director. Within five (5) business days, MWA shall comply with the request.

Copies of Education Records

MWA will provide copies of requested documents within five business days of a written request for copies. MWA may charge reasonable fees for copies it provides to parents or eligible students. However, no charge shall be made for furnishing: 1) up to two transcripts of former students' records or 2) up to two verifications of various records of former students. The charge will not include a fee to search for or to retrieve the education records.

Request for Amendment to Education Records

A parent/guardian may use a student record challenge to appeal a suspension of a student which has already been served.

To challenge a student's education record, a parent/guardian must file a written request with the Chief Executive Officer to correct or remove any information recorded in the student's education record that is any of the following: 1) inaccurate; 2) misleading; or 3) in violation of the privacy rights of the student.

Within thirty (30) days of receipt of a written request from a parent, the Chief Executive Officer or their designee must meet with the parent/guardian or eligible student and the certificated employee who recorded the information in question, if any. The Chief Executive Officer must then sustain or deny the parent/guardian or eligible student's request to amend the records and provide a written statement of the decision to the parent/guardian or eligible student within forty-five (45) days of the receipt of request to amend. If MWA decides not to amend the record as requested, it shall inform the parent or eligible student of their right to a hearing.

Hearing to Challenge Education Record

If MWA denies a parent or eligible student's request to amend an education record, the parent or eligible student may, within thirty (30) days of the denial, request in writing that he/she be given the opportunity for a hearing to challenge the content of the student's education records on the grounds that the information contained in the education records is inaccurate, misleading or in violation of the privacy rights of the student.

The Chief Executive Officer or the Board President may convene a hearing panel to assist in making determinations regarding educational record challenges provided that the parent has given written consent to release information from the student's records to the members of the panel convened. The hearing panel shall consist of the following persons:

- The MWA Director or designee of a public school other than the public school at which the record is on file;
- A certificated employee;
- A parent appointed by the Chief Executive Officer or by the Board of Directors, depending upon who convenes the panel.

The hearing to challenge the education record shall be held within thirty (30) days of the date of the request for a hearing. Notice of the date, time and place of the hearing will be sent by MWA to the parent or eligible student no later than 2 days before the hearing.

The hearing will be conducted by the Chief Executive Officer or their designee, who shall not be required to use formal rules of evidence or procedure. The parent or eligible student will be given a full and fair opportunity to present evidence relevant to the issues relating to the challenge to the education record. The parent or eligible student may also, at their own expense, be assisted or represented by one or more individuals of their choice, including an attorney. The decision of the Chief Executive Officer or their designee will be based solely on the evidence presented at the hearing and is final. Within 30 days after the conclusion of the hearing, MWA's decision regarding the challenge will be made in writing and will include a summary of the evidence and the reasons for the decision.

If, as a result of the hearing, the MWA decides that the information is inaccurate, misleading or otherwise in violation of the privacy rights of the student, it will amend the record accordingly and inform the parent or eligible student of the amendment in writing.

If, as a result of the hearing, MWA decides that the information in the education record is not inaccurate, misleading or otherwise in violation of the privacy rights of the student, it shall inform the parent or eligible student of the right to place a statement in the record commenting on the contested information in the record or stating why he/she disagrees with the decision of MWA, or both. If MWA places a statement by the parent or eligible student in the education records of a student, it will maintain the statement with the contested part of the record for as long as the record is maintained and disclose the statement whenever it discloses the portion of the record to which the statement relates.

Disclosure of Education Records and Directory Information

MWA must have a signed and dated written consent from the parent or eligible student before releasing any non-directory information from a student's education record except as provided below. The written permission must specify the records that may be disclosed, the purpose of the disclosure and the party or class of parties to whom the disclosure may be made. When disclosure is made pursuant to written permission, the parent or eligible student may request a copy of the disclosed records and MWA shall provide him or her with a copy of the records disclosed upon request. Signed and dated written consent may include a record and signature in electronic form if it identifies and authenticates a particular person as the source of the electronic consent and indicates such person's approval of the information contained in the electronic consent.

MWA will only disclose personally identifiable information on the condition that the receiving party not disclose the information to any party without the prior written consent of the parent or eligible student and that the receiving party use the information for the purposes for which the disclosure was made. This restriction does not apply to disclosures that fall within the disclosure exceptions listed below. MWA must maintain the appropriate records related to these disclosure exceptions, as described below. Except for disclosures pursuant to a warrant, judicial order or lawfully issued subpoena, or directory information or to parents or eligible students, the MWA will inform a receiving party of the requirement that the party not disclose the information to any other party without the prior written consent of the parent or eligible student and that the receiving party use it for the purpose for which the disclosure was made. Note specifically that MWA will not release information to third parties for immigration-enforcement purposes, except as required by law or court order.

MWA will disclose education records, without prior written consent of the parent or eligible student, to the following parties:

- School officials who have a legitimate educational interest as defined by 34 C.F.R. Part 99;
- Other schools to which a student seeks or intends to enroll so long as the disclosure is for purposes related to the student's enrollment or transfer. When a student transfers schools, MWA will mail the original or a copy of a student's cumulative file to the receiving district or private school within ten (10) school days of following the date the request is received from the public school or private school where the student intends to enroll. MWA will make a reasonable attempt to notify the parent or eligible student of the request for records at their last known address, unless the disclosure is initiated by the parent or eligible student. Additionally, MWA will give the parent or eligible student, upon request, a copy of the record that was disclosed and give the parent or eligible student, upon request, an opportunity for hearing pursuant to Section (IV)(3) above;
- Certain government officials listed in 20 U.S.C. § 1232g(b)(1) in order to carry out lawful functions;
- Appropriate parties in connection with a student's application for, or receipt of, financial aid if it is necessary to determine eligibility, amount of aid, conditions for aid or enforcing the terms and conditions of the aid;
- Organizations conducting certain studies for the MWA in accordance with 20 U.S.C. § 1232g(b)(1)(F);
- Accrediting organizations in order to carry out their accrediting functions;
- Parents of a dependent student as defined in section [152 of the Internal Revenue Code](#) of 1986;

- Individuals or entities, in compliance with a judicial order or lawfully issued subpoena. Subject to the exceptions found in 34 C.F.R. 99.31(a)(9)(i), reasonable effort must be made to notify the parent or eligible student of the order or subpoena in advance of compliance, so that the parent or eligible student may seek a protective order;
- Persons who need to know in cases of health and safety emergencies;
- State and local authorities, within a juvenile justice system, pursuant to specific State law;
- A foster family agency with jurisdiction over a currently enrolled or former student, a short-term residential treatment program staff responsible for the education or case management of a student, and a caregiver (regardless of whether the caregiver has been appointed as the student's educational rights holder) who has direct responsibility for the care of the student, including a certified or licensed foster parent, an approved relative or non-related extended family member, or a resource family, may access the current or most recent records of grades, transcripts, attendance, behavior management, and online communication on platforms established by MWA for student and parents, and any individualized education program ("IEP") or Section 504 plan that may have been developed or maintained by MWA; and/or
- A victim of an alleged perpetrator of a crime of violence or a non-forcible sex offense. The disclosure may only include final results of the disciplinary proceedings conducted by MWA with respect to that alleged crime or offense. MWA may disclose the final results of the disciplinary proceeding, regardless of whether MWA concluded a violation was committed.

Record-Keeping Requirements

MWA will maintain a record of each request for access to and each disclosure of personally identifiable information from the education records of each student for as long as the records are maintained. For each request, the record must include the following information: the parties who have requested or received the information and the legitimate interests the parties had in requesting or obtaining the information.

For disclosures of personally identifiable information to institutions that make disclosures of the information on behalf of MWA in accordance with 34 C.F.R. 99.33(b), the record must include the names of the additional parties to which the receiving party may disclose the information on behalf of MWA and the legitimate interests that each of the additional parties has in requesting or obtaining the information.

These record keeping requirements do not apply to requests from or disclosure to parents or eligible students, MWA officials with a legitimate purpose of inspecting the records, a party with written consent from the parent or eligible student, a party seeking directory information, or a party seeking or receiving the records as directed by a court order or subpoena.

The records relating to disclosures of personally identifiable student information may be inspected by parents and eligible students, MWA officials (or their assistants) responsible for the custody of the records, and parties authorized by regulations for the purpose of auditing the recordkeeping procedures of MWA.

Student cumulative records may not be removed from the premises of the MWA, unless the individual removing the record has a legitimate educational interest, and is authorized by the MWA Director, or by a majority of a quorum of the Board of Directors at a duly agendized meeting. Employees who remove student cumulative records or other student records from the MWA premises without a legitimate educational interest and authorization may be subject to behavior management. Employees are permitted to take student work-product, or other appropriate student records, off premises without authorization for legitimate academic purposes (e.g. grading work-product, assigning credit, reviewing materials for classroom discussion, etc.)

Complaints

Parents and eligible students have the right to file a complaint with the U.S. Department of Education concerning alleged failures by MWA to comply with the requirements of FERPA. The name and address of the office that administers FERPA is:

Family Policy Compliance Office
U.S. Department of Education
400 Maryland Avenue. S.W.
Washington, D.C. 20202-5920

Appendix H: Uniform Complaint Procedures (“UCP”) Annual Notice

MWA has the primary responsibility to insure compliance with applicable state and federal laws and regulations and has established procedures to address allegations of unlawful discrimination, harassment, intimidation, and bullying, and complaints alleging violation of state or federal laws governing educational programs, including the charging of unlawful student fees, non-compliance with the Local Control Funding Formula (“LCFF”), and non-compliance with reasonable accommodations for lactating students.

MWA shall investigate and seek to resolve complaints using policies and procedures known as the Uniform Complaint Procedure (“UCP”) adopted by our local board. Unlawful discrimination, harassment, intimidation, or bullying complaints may be based on actual or perceived characteristics of age, ancestry, color, ethnic group identification, gender expression, gender identity, gender, genetic information, physical disability, mental disability, medical condition, disability, nationality, national origin, immigration status, race or ethnicity, religion, marital status, sex, sexual orientation, or on a person’s association with a person or group with one or more of these actual or perceived characteristics, in any MWA program or activity that receives or benefits from state financial assistance.

The UCP shall also be used when addressing complaints alleging failure to comply with state and/or federal laws in:

- Adult Education
- Consolidated Categorical Aid Programs
- Migrant Education
- Student Fees
- Career Technical and Technical Education and Training Programs
- Child Care and Developmental Programs
- Child Nutrition Programs
- Foster and Homeless Youth Services
- Every Student Succeeds Act / No Child Left Behind Act Programs
- Special Education Programs
- Safety Planning Requirements
- Pregnant, Parenting or Lactating students
- Local Control Funding Formula/Local Control and Accountability Plan
- Juvenile Court School students
- Students from Military Families
- Migratory students

A complaint of noncompliance with laws relating to student fees may be filed pursuant to the local UCP. A student enrolled in a public school shall not be required to pay a student fee for participation in an educational activity. A student fee includes, but is not limited to, all of the following:

- A fee charged to a student as a condition for registering for school or classes, or as a condition for participation in a class or an extracurricular activity, regardless of whether the class or activity is elective or compulsory, or is for credit.
- A security deposit, or other payment, that a student is required to make to obtain a lock, locker, book, class apparatus, musical instrument, clothes, or other materials or equipment.
- A purchase that a student is required to make to obtain materials, supplies, equipment, or clothes associated with an educational activity.
- A student fee complaint shall not be filed later than one year from the date the alleged violation occurred.

Complaints of noncompliance with laws relating to student fees may be filed with the Compliance Officer or the Director of MWA. A complaint regarding student fees may be filed anonymously if the complaint provides evidence or information to support an allegation of noncompliance with laws relating to student fees.

Complaints other than complaints relating to student fees must be filed in writing with the following compliance officer:

Elizabeth Martinez
Chief of Staff
4123 Lakeside Drive
Richmond, CA 94806
(510) 262-1511

Complaints alleging discrimination, harassment, intimidation, or bullying, must be filed within six months from the date the alleged discrimination, harassment, intimidation, or bullying, occurred or the date the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation, or bullying, unless the time for filing is extended by the compliance officer or their designee in writing.

Complaints will be investigated and a written decision or report will be sent to the complainant within 60 days from the receipt of the complaint. This 60-day time period may be extended by written agreement of the complainant. The compliance officer responsible for investigating the complaint shall conduct and complete the investigation in accordance with California regulations and in accordance with MWA's procedures.

The complainant has a right to appeal MWA's decision to the California Department of Education (CDE) by filing a written appeal within 15 days of receiving the decision. The appeal must include a copy of the complaint filed with MWA and a copy of MWA's decision.

Civil law remedies may be available under state or federal discrimination, harassment, intimidation, or bullying laws, if applicable. In appropriate cases, an appeal may be filed pursuant to Education Code Section 262.3. A complainant may pursue available civil law remedies outside of MWA's complaint procedures. Complainants may seek assistance from mediation centers or public/private interest attorneys. Civil law remedies that may be imposed by a court include, but are not limited to, injunctions and restraining orders.

A copy of the UCP policy and complaint procedures is available free of charge in the Front Offices. For further information on any part of the complaint procedures, including filing a complaint or requesting a copy of the complaint procedures, please contact the front office or the compliance officer listed above. The UCP Form is included at the end of this handbook.

Appendix I: Uniform Complaint Procedure Form

Last Name: _____ First Name/MI: _____

Student Name (if applicable): _____ Grade: _____ Date of Birth: _____

Street Address/Apt. #: _____

City: _____ State: _____ Zip Code: _____

Home Phone: _____ Cell Phone: _____ Work Phone: _____

School/Office of Alleged Violation: _____

For allegation(s) of noncompliance, please check the program or activity referred to in your complaint, if applicable:

- | | | |
|--|--|---|
| <input type="checkbox"/> Adult Education | <input type="checkbox"/> Consolidated Categorical Programs | <input type="checkbox"/> Nutrition Programs |
| <input type="checkbox"/> Career Technical Education and Training | <input type="checkbox"/> Migrant Education | <input type="checkbox"/> Special Education |
| <input type="checkbox"/> Child Care & Development Programs | <input type="checkbox"/> Student Fees | <input type="checkbox"/> Local Control Funding Formula/ Local Control and Accountability Plan |
| <input type="checkbox"/> Foster/Homeless Youth | <input type="checkbox"/> No Child Left Behind Prog. | <input type="checkbox"/> Safety Planning |
| | <input type="checkbox"/> Pregnant, Parenting or Lactating students | <input type="checkbox"/> Juvenile Court School students |
| | <input type="checkbox"/> Every Student Succeeds Act | <input type="checkbox"/> Students from Military Families |
| | | <input type="checkbox"/> Migratory students |

For allegation(s) of unlawful discrimination, harassment, intimidation or bullying, please check the basis of the unlawful discrimination, harassment, intimidation or bullying described in your complaint, if applicable:

- | | | |
|---------------------------------|--|---|
| Age | Gender / Gender Expression / Gender Identity | Sex (Actual or Perceived) |
| Ancestry | Genetic Information | Sexual Orientation (Actual or Perceived) |
| Color | Nationality/National Origin | Based on association with a person or group with one or more of these actual or perceived characteristics |
| Disability (Mental or Physical) | Race or Ethnicity | |
| Ethnic Group Identification | Religion/Religious Affiliation | |
| Immigration Status/Citizenship | | |

Medical Condition

Marital Status

1. Please give facts about the complaint. Provide details such as the names of those involved, dates, whether witnesses were present, etc., that may be helpful to the complaint investigator.

2. Have you discussed your complaint or brought your complaint to any Charter School personnel? If you have, to whom did you take the complaint, and what was the result?

3. Please provide copies of any written documents that may be relevant or supportive of your complaint.

I have attached supporting documents. Yes No

Signature: _____ Date: _____

Mail complaint and any relevant documents to:

Elizabeth Martinez
Chief of Staff
4123 Lakeside Drive
Richmond, CA 94806
(510) 262-1511

Appendix J: Anti-Bullying, Harassment, Intimidation, Discrimination and Title IX Complaint Form

Your Name: _____ Date: _____
Date of Alleged Incident(s): _____
Name of Person(s) you have a complaint against: _____
List any witnesses that were present: _____
Where did the incident(s) occur? _____

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e. specific statements; what, if any, physical contact was involved; any verbal statements; what did you do to avoid the situation, etc.) (Attach additional pages, if needed):

I hereby authorize MWA to disclose the information I have provided as it finds necessary in pursuing its investigation. I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief. I further understand providing false information in this regard could result in disciplinary action up to and including termination.

Signature of Complainant

Date: _____

Print Name

To be completed by the MWA:

Received by: _____ Date: _____

Follow up Meeting with Complainant held on: _____

Appendix K: Suspension and Expulsion Policy and Procedures

General Principles

MWA is committed to educating students in an environment of safety, behavior management and high achievement for all students. As a result, MWA makes significant efforts to help students understand the rules of comportment at MWA, the self-behavior management necessary for success in school and the community, and the way to interact with other students, staff and community members in a respectful and positive manner.

MWA develops and maintains a comprehensive set of student behavior management policies. These policies are printed and distributed as part of the school's student handbook. This handbook is available in English and Spanish and clearly describes the school's expectations regarding attendance, mutual respect, work habits, safety, fighting, violence and substance use, as well as MWA's policies regarding the grounds for suspension or expulsion. Each student and their parent/guardian is required to verify that they have reviewed and understand the policies prior to enrollment. MWA's Board of Directors, staff and school community reviews our comportment policy each year.

MWA has increased its use of restorative justice practices to replace suspensions. The aim is to help students identify and understand some of the motivations behind their choices. Restorative circles and conferences are aimed at addressing communication issues, personal injuries, and social emotional development. MWA utilizes a combination of traditional behavior management practices and increasing restorative justice practices. MWA wants to limit suspension as a means of student behavior management when possible.

Responsibilities of Parties

Student Responsibilities

- Read, understand and follow the MWA school rules and regulations;
- Submit to the authority of teachers, administrators and classified employees who have student supervisory assignments with respect to student behavior during school activities;
- Demonstrate good behavior while on MWA grounds, while going to and from school, during the lunch period, and during or while going to or coming from a school-sponsored activity;
- Respond to MWA staff in a fashion that shows individual respect;
- Read and understand the behavior management policies outlined in the MWA handbook and posted in classrooms. If a rule or policy is unclear, request that the faculty member explain its meaning.

Parent/Guardian Responsibilities

- Read and understand school rules and regulations relating to behavior management;
- Discuss all components of the school Comportment Policy with the student;
- Work with the school to modify and correct unacceptable student behavior;
- Respond to MWA staff in a timely and respectful manner.

Teacher Responsibilities

- Support and enforce all MWA rules and regulations fairly within classrooms, halls and campus;
- Communicate with and respond to students and parents in a timely and timely manner;

- Propose, participate, and recommend conferences with parents/guardians, counselors and administrators concerning students with serious behavioral problems;
- Report to the Senior School Director or deans all serious or willful acts of misconduct by students and other individuals;
- If appropriate, give detentions for tardiness, unexcused absences, minor behavior infractions, or institute other appropriate consequences for these kinds of behaviors.

Administrator Responsibilities

- Administration shall inform teachers of each student has engaged in or is reasonably suspected to have engaged in any of the acts listed in Education Code Section 49079 and the corresponding enumerated offenses listed in the MWA Suspension and Expulsion Policy. Administration shall provide the information to teachers based upon any written records that the school maintains in its ordinary course of business or receives from a law enforcement agency;
- Communicate with and respond to students and parents in a fashion that shows individual respect;
- Issue suspensions and detentions for those students who demonstrate unacceptable behavior and who fail to honor this policy;
- Give suspensions from one to five consecutive school days to students when other means of correction fail to bring about good conduct or when the action of that student presents a danger to persons or property or threatens to disrupt the educational process;
- Monitor at-risk students with 10 or more days of suspension, and keep parents/guardians informed about corrective actions being instituted to assist students to improve behavior.

Community Responsibilities

- On a limited basis, the community police may cooperate with the MWA administration in the investigation of incidents where the law may have been violated.

Suspension and Expulsion Policy and Procedures

This student Suspension and Expulsion Policy has been established in order to promote learning and protect the safety and well being of all students at MWA. In creating this policy, MWA has reviewed Education Code Section 48900 *et seq.* which describes the non-charter schools' list of offenses and procedures to establish its list of offenses and procedures for suspensions and expulsions. The language that follows closely mirrors the language of Education Code Section 48900 *et seq.* MWA is committed to annual review of policies and procedures surrounding suspensions and expulsions and, as necessary, modification of the lists of offenses for which students are subject to suspension or expulsion.

If a policy is violated, it may be necessary to suspend or expel a student from regular classroom instruction. This policy shall serve as MWA's policy and procedures for student suspension and expulsion and it may be amended from time to time without the need to amend the charter so long as the amendments comport with legal requirements. MWA staff shall enforce disciplinary rules and procedures fairly and consistently among all students. This policy and its procedures will be printed and distributed as part of the student handbook and will clearly describe behavior management expectations. It will be reviewed and updated by the Board of Directors when they review and update other Board policies and procedures, or more frequently as needed.

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of the policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property.

MWA administration shall ensure that students and their parents/guardians are notified in writing upon enrollment of all behavior management and involuntary removal policies and procedures. The notice shall state that these policies and procedures are available on request at the Front Offices.

Suspended or expelled students shall be excluded from all school and school-related activities unless otherwise agreed during the period of suspension or expulsion.

A student identified as an individual with disabilities or for whom MWA has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities Education Improvement Act of 2004 or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 ("Section 504") is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to general education students except when federal and state law mandates additional or different procedures. MWA will follow all applicable federal and state laws including but not limited to the California Education Code, when imposing any form of behavior management on a student identified as an individual with disabilities or for whom MWA has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students.

No student shall be involuntarily removed by MWA for any reason unless the parent or guardian of the student has been provided written notice of intent to remove the student no less than five schooldays before the effective date of the action. The written notice shall be in the native language of the student or the student's parent or guardian or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder, and shall inform the student of basis for which the student is being involuntarily removed and the student's the right to request a hearing to challenge the involuntary removal. If a parent, guardian, or educational rights holder requests a hearing, MWA shall utilize the same hearing the procedures specified below for expulsions, before the effective date of the action to involuntarily remove the student. If the student's parent, guardian, or educational rights holder requests a hearing, the student shall remain enrolled and shall not be removed until MWA issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include removals for misconduct which may be grounds for suspension or expulsion as enumerated below.

Grounds for Suspension and Expulsion of Students

A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at any time including but not limited to: a) while on school grounds; b) while going to or coming from school; c) during the lunch period, whether on or off the school campus; d) during, going to, or coming from a school-sponsored activity.

Enumerated Offenses

Discretionary Suspension and Expellable Offenses

Students may be suspended or recommended for expulsion for any of the following acts when it is determined the student:

- Caused, attempted to cause, or threatened to cause physical injury to another person.
- Willfully used force or violence upon the person of another, except self-defense.
- Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 1105311058, alcoholic beverage, or intoxicant of any kind.

- Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
- Committed or attempted to commit robbery or extortion.
- Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.
- Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
- Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of their own prescription products by a student.
- Committed an obscene act or engaged in habitual profanity or vulgarity.
- Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
- Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm. .
- Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, “hazing” means a method of initiation or preinitiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. For purposes of this section, “hazing” does not include athletic events or school-sanctioned events.
- Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this section, “terroristic threat” shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for their own safety or for their immediate family’s safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or their immediate family.
- Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual’s academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to students in any of grades 4 to 12, inclusive.
- Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to students in any of grades 4 to 12, inclusive.

- Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This section shall apply to students in any of grades 4 to 12, inclusive.
- Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act:
 - 1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
 - i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of their age, or for a person of their age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
 - ii. Causing a reasonable student to experience a substantially detrimental effect on their physical or mental health.
 - iii. Causing a reasonable student to experience substantial interference with their academic performance.
 - iv. Causing a reasonable student to experience substantial interference with their ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
 - 2) "Electronic Act" means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
 - i. A message, text, sound, video, or image.
 - ii. A post on a social network Internet Web site including, but not limited to:
 - (a) Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
 - (b) Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.
 - (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other than the student who created the false profile. iii. An act of cyber sexual bullying.
 - (a) For purposes of this clause, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or

sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.

- iii. An act of cyber sexual bullying.
 - (b) For purposes of this clause, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

3) Notwithstanding subparagraphs (1) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

- A student who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a student who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to behavior management pursuant to subdivision (1)(a)-(b).
- Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Division Director or designee’s concurrence.

Non-Discretionary Suspension and Expellable Offenses

Students must be suspended and recommended for expulsion for any of the following acts when it is determined the student:

- Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Division Director or designee’s concurrence.
- Brandished a knife at another person.
- Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, et seq.
- Committed or attempted to commit a sexual assault or committed a sexual battery as defined in Education Code Section 48900(n).

Firearms and Destructive Devices

If it is determined by the Administrative Panel and/or Board of Directors that a student has brought a firearm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus or to have possessed a firearm or dangerous device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994. In such instances, the student shall be provided due process rights of notice and a hearing as required in this policy.

The term “firearm” means any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any firearm muffler or firearm silencer; or any destructive device. Such term does not include an antique firearm.

The term “destructive device” means any explosive, incendiary, or poison gas, including but not limited to: bomb, grenade, rocket having a propellant charge of more than four ounces, missile having an explosive or incendiary charge of more than one-quarter ounce, mine, or device similar to any of the devices described in the preceding clauses.

Suspension Procedure

Suspensions shall be initiated according to the following procedures:

Conference

Suspension shall be preceded, if possible, by a conference conducted by the Division Director or the Division Director's designee with the student and their parent/guardian and, whenever practical, the teacher, supervisor or Charter School employee who referred the student to the Division Director or designee.

The conference may be omitted if the Division Director or designee determines that an emergency situation exists. An "emergency situation" involves a clear and present danger to the lives, safety or health of students or Charter School personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student's right to return to school for the purpose of a conference.

At the conference, the student shall be informed of the reason for the disciplinary action and the evidence against him or her and shall be given the opportunity to present their version and evidence in their defense, in accordance with Education Code Section 47605(b)(5)(J)(i). This conference shall be held within two (2) school days, unless the student waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization. No penalties may be imposed on a student for failure of the student's parent or guardian to attend a conference with Charter School officials. Reinstatement of the suspended student shall not be contingent upon attendance by the student's parent or guardian at the conference.

Notice to Parents/Guardians

At the time of the suspension, an administrator or designee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state the specific offense committed by the student. In addition, the notice may also state the date and time when the student may return to school. If Charter School officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

Suspension Time Limits/Recommendation for Expulsion

Suspensions, when not including a recommendation for expulsion, shall not exceed five consecutive school days per suspension. Upon a recommendation of expulsion by the Senior School Director or designee, the student and the student's parent/guardian or representative will be invited to a conference to determine if the suspension for the student should be extended pending an expulsion hearing. In such instances when the school has determined a suspension period shall be extended, such extension shall be made only after a conference is held with the student or the student's parents/guardians, unless the student and the student's parents/guardians fail to attend the conference. This determination will be made by the Senior School Director or designee upon either of the following: 1) the student's presence will be disruptive to the education process; or 2) the student poses a threat or danger to others. Upon either determination, the student's suspension will be extended pending the results of an expulsion hearing.

Homework Assignment During Suspension

In accordance with Education Code Section 47606.2(a), upon the request of a parent, a legal guardian or other person holding the right to make education decisions for the student, or the affected student, a teacher shall provide to a student in any of grades 1 to 12, inclusive, who has been suspended from school for two or more schooldays, the homework that the student would otherwise have been assigned.

In accordance with Education Code Section 47606.2(b), if a homework assignment that is requested pursuant to Section 47606.2(a) and turned into the teacher by the student either upon the student's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, is not graded before the end of the academic term, that assignment shall not be included in the calculation of the student's overall grade in the class.

Authority to Expel

As required by Education Code Section 47605(c)(5)(J)(ii), students recommended for expulsion are entitled to a hearing adjudicated by a neutral officer to determine whether the student should be expelled. The procedures herein provide for such a hearing and the notice of said hearing, as required by law.

A student may be expelled either by the neutral and impartial MWA Board of Directors following a hearing before it or by the MWA Board of Directors upon the recommendation of a neutral and impartial administrative panel, to be assigned by the Board of Directors as needed. The administrative panel shall consist of at least three members who are certificated and neither a teacher of the student nor a member of the Board of Directors. Each entity shall be presided over by a designated neutral hearing chairperson. The administrative panel may recommend expulsion of any student found to have committed an expellable offense, and the Board of Directors shall make the final determination.

Expulsion Procedures

Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. Unless postponed for good cause, the hearing shall be held within thirty (30) school days after the Senior School Director or designee determines that the student has committed an expellable offense.

In the event an administrative panel hears the case, it will make a recommendation to the Board for a final decision whether to expel. The hearing shall be held in closed session (complying with all student confidentiality rules under FERPA) unless the student makes a written request for a public hearing in open session three days prior to the date of the scheduled hearing.

Steps to Expulsion

The following steps will occur when a student commits an offense that may be considered expellable:

- A timely investigation of what happened;
- Suspension of the student while the investigation is underway, which may be extended as described above;
- The parents/guardians and student are notified of the findings of the investigation including the school's determination of whether the offense is expellable;
- An expulsion hearing is scheduled and held within thirty (30) school days after the Senior School Director or designee determines that the student has committed an expellable offense, unless postponed for good cause.
- Written notice of the hearing will be forwarded to the student and the student's parents/guardians no later than ten (10) calendar days before the hearing;
- The Board of Directors or an administrative panel conduct the hearing;
- If the administrative panel conducts the hearing, the recommendation shall be in the form of written findings of fact and a written recommendation to the Board of Directors, which will make a final determination regarding the expulsion during closed session at a public board meeting;
- The final decision by the Board of Directors shall be made within ten (10) school days following the conclusion of the hearing (the decision of the Board of Directors is final);
- The student or the student's [C1] parents/guardians will be forwarded a written notice of the expulsion including a copy of the Board of Directors' adopted written findings of fact; and
 - Notice of this specific offense committed by the student; and
 - Notice of the student's or parents/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with MWA;
- The Board of Directors' decision to expel is final and is documented in the student's file and forwarded to the school's authorizer and the student's last known district of residence.

Written notice of the hearing shall be forwarded to the student and the student's parent/guardian at least 10 calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the student. The notice shall include:

- The date and place of the expulsion hearing;
- A statement of the specific facts, charges and offenses upon which the proposed expulsion is based;
- A copy of MWA's disciplinary rules which relate to the alleged violation;
- Notification of the student's or parents/guardians obligation to provide information about the students status at MWA to any other school district or school to which the student seeks enrollment;
- The opportunity for the student and or the students parent or guardian to appear in person or to employ and be represented by counsel for a non-attorney advisor;
- The right to inspect and obtain copies of all documents to be used at the hearing;
- The opportunity to confront and question all witnesses hol testify at the hearing;
- The opportunity to question all evidence presented and to present oral and documentary evidence on the students behalf including witnesses.

Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses

MWA may, upon a finding of good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations that shall be examined only by the school or the hearing officer. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the student.

- The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of their right to (a) receive five days notice of their scheduled testimony, (b) have up to two (2) adult support persons of their choosing present in the hearing at the time he/she testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.
- MWA must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
- At the discretion of the entity conducting the expulsion hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which he or she may leave the hearing room.
- The entity conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
- The entity conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours.
- Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the entity presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The entity conducting the hearing may permit any one of the support persons for the complaining witness to accompany him or her to the witness stand.
- If one or both of the support persons is also a witness, MWA must present evidence that the witness' presence is both desired by the witness and will be helpful to MWA. The person presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising their discretion to remove a person from the hearing whom he or she believes is prompting, swaying, or influencing the witness.
- The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the courtroom during that testimony.
- Especially for charges involving sexual assault or battery, if the hearing is to be conducted in public at the request of the student being expelled, the complaining witness shall have the right to have their testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.
- Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the entity conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstances can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness

shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

Record of Hearing

A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made.

Presentation of Evidence

While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the administrative panel to expel must be supported by substantial evidence that the student committed an expellable offense. Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay. Sworn declarations may be admitted as testimony from witnesses of whom the Board or administrative panel determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the expelled student, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, a complaining witness shall have the right to have their testimony heard in a session closed to the public.

The decision of the administrative panel shall be in the form of written findings of fact and a written recommendation to the Board of Directors, which will make a final determination regarding the expulsion. The final decision by the Board of Directors shall be made within 10 school days following the conclusion of the hearing. The decision of the Board of Directors is final.

If the Administrative Panel decides not to recommend expulsion, the student shall immediately be returned to their educational program.

Written Notice to Expel

The Senior School Director or designee, following a decision of the Board of Directors to expel, shall send written notice of the decision to expel, including the Board of Directors' adopted findings of fact, to the student or parent/guardian. This notice shall also include the following: (a) notice of the specific offense committed by the student; and (b) notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with MWA .

The Senior School Director or designee shall send a copy of the written notice of the decision to expel to the authorizer. This notice shall include the following: (a) the student's name; and (b) the specific expellable offense committed by the student.

Disciplinary Records

MWA shall maintain records of all student suspensions and expulsions at the school. Such records shall be made available to the authorizer upon request.

No Right to Appeal

The student shall have no right of appeal from expulsion from MWA as the Board of Directors' decision to expel shall be final.

Expelled Students/Alternative Education

Parents/guardians of students who are expelled shall be responsible for seeking alternative education programs including, but not limited to, programs within the county or their school district of residence. MWA shall work cooperatively with parents/guardians as requested by parents/guardians or by the school district of residence to assist with locating alternative placements during expulsion.

Rehabilitation Plans

Students who are expelled from MWA shall be given a rehabilitation plan upon expulsion as developed by the Board of Directors at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one year from the date of expulsion when the student may reapply to MWA for readmission.

Readmission

The decision to readmit a student or to admit a previously expelled student from another school district or charter school shall be in the sole discretion of the Board of Directors following a meeting with the Senior School Director or designee and the student and parent/guardian or representative to determine whether the student has successfully completed the rehabilitation plan and to determine whether the student poses a threat to others or will be disruptive to the school environment. The Senior School Director or designee shall make a recommendation to the Board of Directors following the meeting regarding their determination. The Board shall then make a final decision regarding readmission during a closed session of a public meeting, reporting out any action taken during closed session consistent with the requirements of the Brown Act. The student's readmission is also contingent upon MWA's capacity at the time the student seeks readmission.

Notice to Teachers

MWA shall notify teachers of each student who has engaged in or is reasonably suspected to have engaged in any of the acts listed in Education Code Section 49079 and the corresponding enumerated offenses set forth above.

Special Procedures for the Consideration of Suspension and Expulsion of Students with Disabilities

1. **Notification of SELPA**

MWA shall immediately notify the SELPA and coordinate the procedures in this policy with the SELPA of the behavior management of any student with a disability or student who MWA or the SELPA would be deemed to have knowledge that the student had a disability. MWA will also notify the SELPA of which it is a part of any suspension or expulsion.

2. **Services During Suspension**

Students suspended for more than 10 school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting (which could constitute a change of placement and the student's IEP would reflect this change), and to progress toward meeting the goals set out in the child's IEP/504 Plan; and receive, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

3. **Procedural Safeguards/Manifestation Determination**

Within 10 school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, MWA the parent/guardian, and relevant members of the IEP/504 Team shall review all relevant information in the student's file, including the child's IEP/504 Plan, any teacher observations, and any relevant information provided by the parents to determine:

- a. If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or
- b. If the conduct in question was the direct result of the local educational agency's failure to implement the IEP/504 Plan.

If MWA, the parent/guardian, and relevant members of the IEP/504 Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability.

If MWA, the parent/guardian, and relevant members of the IEP/504 Team make the determination that the conduct was a manifestation of the child's disability, the IEP/504 Team shall:

- a. Conduct a functional behavioral assessment and implement a behavioral intervention plan for such child, provided that MWA had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;
- b. If a behavioral intervention plan has been developed, review the behavioral intervention plan if the child already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and
- c. Return the child to the placement from which the child was removed, unless the parent and MWA agree to a change of placement as part of the modification of the behavioral intervention plan.

If MWA, the parent/guardian, and relevant members of the IEP/504 Team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a direct result of the failure to implement the IEP/504 Plan, then MWA may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

4. Due Process Appeals

The parent/guardian of a child with a disability who disagrees with any decision regarding placement, or the manifestation determination, or MWA believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, may request an expedited administrative hearing through the Special Education Unit of the Office of Administrative Hearings or by utilizing the dispute provisions of the 504 Policy and Procedures.

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent/guardian or the school, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer in accordance with state and federal law, including 20 USC Section 1415(k), until the expiration of the 45 -day time period provided for in an interim alternative educational setting, unless the parent/guardian and the school agree otherwise.

In accordance with 20 U.S.C. Section 1415(k)(3), if a parent/guardian disagrees with any decision regarding placement, or the manifestation determination, or if MWA believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, the parent/guardian or school may request a hearing.

In such an appeal, a hearing officer may: (1) return a child with a disability to the placement from which the child was removed; or (2) order a change in placement of a child with a disability to an appropriate interim alternative educational setting for not more than 45 school days if the hearing officer determines that maintaining the current placement of such child is substantially likely to result in injury to the child or to others.

5. Special Circumstances

MWA personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a child with a disability who violates a code of student conduct.

The Senior School Director or designee may remove a student to an interim alternative educational setting for not more than forty-five (45) school days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

- a. Carries or possesses a weapon, as defined in 18 U.S.C. Section 930, to or at school, on school premises, or to or at a school function;
- b. Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or
- c. Has inflicted serious bodily injury, as defined by 20 U.S.C. Section 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

6. *Interim Alternative Educational Setting*

The student's interim alternative educational setting shall be determined by the student's IEP/504 Team.

7. *Procedures for Students Not Yet Eligible for Special Education Services*

A student who has not been identified as an individual with disabilities pursuant to IDEA and who has violated MWA's disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if MWA had knowledge that the student was disabled before the behavior occurred.

WA shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:

- a. The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to school supervisory or administrative personnel, or to one of the child's teachers, that the student is in need of special education or related services.
- b. The parent/guardian has requested an evaluation of the child.
- c. The child's teacher, or other school personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the director of special education or to other supervisory personnel.

If MWA knew or should have known the student had a disability under any of the three circumstances described above, the student may assert any of the protections available to IDEA eligible children with disabilities, including the right to stay-put.

If MWA had no basis for knowledge of the student's disability, it shall proceed with the proposed behavior management. MWA shall conduct an expedited evaluation if requested by the parents; however the student shall remain in the education placement determined by MWA pending the results of the evaluation.

MWA shall not be deemed to have knowledge that the student had a disability if the parent/guardian has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.

Appendix M: Homeless Youth

The term “homeless children and youth” means individuals who lack a fixed, regular and adequate nighttime residence due to economic hardship. It includes children and youths who (42 U.S.C. 11434a):

- Are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals;
- Have a primary nighttime residence that is a public or private place not designed for or ordinarily used as regular sleeping accommodations for human beings;
- Are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and/or
- Migratory children and unaccompanied youth (youth not in the physical custody of a parent or guardian) may be considered homeless if they meet the above definition of “homeless.”

Homeless status is determined in cooperation with the parent/guardian. In the case of unaccompanied youth, status is determined by the MWA Liaison.

The Chief Executive Officer or designee designates the following staff person as the MWA Liaison for homeless students ((42 U.S.C. 11432(g)(1)(J)(ii)):

Division Social Workers
4123 Lakeside Drive
Richmond, CA 94806
Ph. (510) 262-1511

The MWA Liaison shall ensure that (42 U.S.C. 11432(g)(6)):

- Homeless students are identified by school personnel and through outreach and coordination activities with other entities and agencies.
- Homeless students enroll in, and have a full and equal opportunity to succeed at MWA.
- Homeless students and families receive educational services for which they are eligible, including services through Head Start programs (including Early Head Start programs) under the Head Start Act, early intervention services under part C of the Individuals with Disabilities Education Act, any other preschool programs administered by MWA, if any, and referrals to health care services, dental services, mental health services and substance abuse services, housing services, and other appropriate services.
- Parents/guardians are informed of the educational and related opportunities available to their children and are provided with meaningful opportunities to participate in the education of their children.
- Public notice of the educational rights of homeless children is disseminated at places frequented by parents or guardians of such youths, and unaccompanied youths, including schools, shelters, public libraries, and soup kitchens, and in a manner and form understandable to the parents and guardians of homeless youth and unaccompanied youth.

- Enrollment/admissions disputes are mediated in accordance with law, MWA charter, and board policy.
- Parents/guardians and any unaccompanied youth are fully informed of all transportation services, as applicable.
- MWA personnel providing services receive professional development and other support.
- The MWA Liaison collaborates with State coordinators and community and school personnel responsible for the provision of education and related services to homeless children and youths.
 - Unaccompanied youth are enrolled in school; have opportunities to meet the same challenging State academic standards as the State establishes for other children and youth; and are informed of their status as independent students under section 480 of the Higher Education Act of 1965 and that the youths may obtain assistance from The MWA Liaison to receive verification of such status for the purposes of the Free Application for Federal Student Aid described in section 483 of the Act.

The California Department of Education publishes a list of the contact information for the Homeless Education Liaisons in the state, which is available at: <https://www.cde.ca.gov/sp/hs/>

High School Graduation Requirements: Homeless students who transfer to MWA any time after the completion of their second year of high school shall be exempt from any of MWA's graduation requirements that are in excess of the California minimum graduation requirements specified in Education Code section 51225.3 ("additional graduation requirements") unless MWA makes a finding that the student is reasonably able to complete MWA's graduation requirements by the end of the student's fourth year of high school.

To determine whether a homeless student is in their third or fourth year of high school, either the number of credits the student has earned to the date of transfer or the length of the student's school enrollment may be used, whichever will qualify the student for the exemption.

Within thirty (30) calendar days of the date that a student who may qualify for exemption under the above requirements transfers into MWA, MWA shall notify the student, the student's educational rights holder, and the MWA Liaison of the availability of the exemption and whether the student qualifies for an exemption.

MWA shall notify students who are exempted from MWA's additional graduation requirements and the student's educational rights holder of how any of the requirements that are waived will affect the student's ability to gain admission to a postsecondary educational institution and provide information about transfer opportunities available through the California Community Colleges.

MWA shall not require any student who would otherwise be entitled to remain in attendance at MWA to accept the exemption from MWA's additional graduation requirements or deny the student enrollment in, or the ability to complete, courses for which the student is otherwise eligible. MWA shall not revoke an exemption and shall grant an eligible student's request for the exemption at any time if the student qualifies, regardless of whether the student previously declined the exemption. An eligible student's exemption from MWA's additional graduation requirements will continue to apply while the student is enrolled in MWA or if the student transfers to another school even after the student no longer meets the definition of a homeless child.

MWA shall not require or request that a student transfer schools in order to qualify the student for the exemption. Nor shall a student, a student's parent/guardian or educational rights holder, or a student's social worker or probation officer request a transfer solely to qualify for an exemption from MWA's additional graduation requirements.

If a student who is exempted from MWA's additional graduation requirements completes the California minimum coursework requirements specified in Education Code section 51225.3 before the end of the student's fourth year of high school and would otherwise be entitled to remain in attendance at MWA, MWA shall not require or request that the student graduate before the end of the student's fourth year of high school.

If MWA determines the student is reasonably able to complete MWA's graduation requirements by the end of the student's fifth year of high school, MWA shall do the following:

1. Inform the student of the student's option to remain at MWA for a fifth year to complete MWA's graduation requirements.
2. Inform the student, and the educational rights holder for the student, about how remaining in school for a fifth year to complete MWA's graduation requirements will affect the student's ability to gain admission to a postsecondary educational institution.
3. Provide information to the student about transfer opportunities available through the California Community Colleges.
4. Permit the student to stay at MWA for a fifth year to complete MWA's graduation requirements upon agreement with the student, if the student is 18 years of age or older, or, if the student is under 18 years of age, upon agreement with the educational rights holder for the student.

Acceptance of Course Work: MWA will accept any coursework satisfactorily completed at any public school, a juvenile court school, a school in a country other than the United States, and/or a nonpublic, nonsectarian school or agency by a homeless student.

MWA will provide homeless students credit for the partial completion of courses taken while attending a public school, a juvenile court school, a school in a country other than the United States, and/or a nonpublic, nonsectarian school or agency. If the student did not complete the entire course, MWA shall not require the student to retake the portion of the course the student completed unless MWA, in consultation with the holder of educational rights for the student, finds that the student is reasonably able to complete the requirements in time to graduate from high school. When partial credit is awarded in a particular course, the homeless student shall be enrolled in the same or equivalent course, if applicable, so that the student may continue and complete the entire course. These students shall not be prevented from taking or retaking a course to meet California State University or the University of California admission eligibility requirements.

For any homeless student who enrolls at MWA, a copy of MWA's complete policy shall be provided at the time of enrollment. A copy of the complete Policy is available upon request at the main office .

Appendix N: Foster Youth

Definitions: For the purposes of this annual notice the terms are defined as follows:

1. "Foster youth" refers to any child who has been removed from their home pursuant Welfare and Institutions Code section 309 and/or is the subject of a petition filed under Welfare and Institutions Code section 300 or 602. This includes children who are the subject of cases in dependency court and juvenile justice court.
2. "Former juvenile court school students" refers to a student who, upon completion of the student's second year of high school, transfers from a juvenile court school to MWA.
3. "Child of a military family" refers to a student who resides in the household of an active duty military member.
4. "Currently Migratory Child" refers to a child who, within the last 12-months, has moved with a parent, guardian, or other person having custody to MWA from another Local Educational Agency ("LEA"), either within California or from another state, in order that the child or a member of the child's immediate family might secure temporary or seasonal employment in an agricultural or fishing activity, and whose parents or guardians have been informed of the child's eligibility for migrant education services. "Currently Migratory Child" includes a child who, without the parent/guardian, has continued to migrate annually to secure temporary or seasonal employment in an agricultural or fishing activity.
5. "Student participating in a newcomer program" means a student who is participating in a program designed to meet the academic and transitional needs of newly arrived immigrant students that has as a primary objective the development of English language proficiency.

Within this notice, foster youth, former juvenile court school students, a child of a military family, a currently migratory child, and a student participating in the newcomer program will be collectively referred to as "Foster and Mobile Youth." Within this notice, a parent, guardian, or other person holding the educational rights for a Foster and Mobile Youth will be referred to as a "parent."

Foster and Mobile Youth Liaison: The Chief Executive Officer or designee designates the following staff person as the Liaison for Foster and Mobile Youth:

Division Social Workers
4123 Lakeside Drive
Richmond, CA 94806
Ph. (510) 262-1511

The Foster and Mobile Youth Liaison's responsibilities include but are not limited to the following:

1. Ensuring and facilitating the proper educational placement, enrollment in school, and checkout from school of foster children.
2. Assisting foster children when transferring from one school to another school in ensuring proper transfer of credits, records and grades.

School Stability: MWA will work with foster youth and their parent to ensure that each student is placed in the least restrictive educational programs, and has access to the academic resources, services, and extracurricular and enrichment activities that are available to all students, including, but not necessarily limited to, interscholastic sports. All decisions regarding a foster youth's education and placement will be based on the best interest of the child and shall consider, among other factors, educational stability and the opportunity to be educated in the least restrictive educational setting necessary to achieve academic progress.

Foster youth, currently migratory children and children of military families have the right to remain in their school of origin if it is their best interest. MWA will immediately enroll a foster youth, currently migratory child or child of a military family seeking reenrollment in MWA as the student's school of origin (subject to MWA's capacity and pursuant to the procedures stated in MWA's charter and Board policy). If a dispute arises regarding a foster

youth's request to remain in MWA as the school of origin, the foster youth has the right to remain in MWA pending the resolution of the dispute. MWA will also immediately enroll any foster youth, currently migratory child or child of a military family seeking to transfer to the MWA (subject to MWA's capacity and pursuant to the procedures stated in MWA's charter and Board policy) regardless of the student's ability to meet normal enrollment documentation or uniform requirements (e.g. producing medical records or academic records from a previous school).

Foster youth, currently migratory children, and children of military families have the right to remain in their school of origin following the termination of the child's status as a foster youth, currently migratory child or child of a military family, as follows:

1. For students in Kindergarten through eighth grade, inclusive, the student will be allowed to continue in the school of origin through the duration of the academic year in which the student's status changed.
2. For students enrolled in high school, the student will be allowed to continue in the school of origin through graduation.

Graduation Requirements: Foster and Mobile Youth who transfer to MWA any time after the completion of their second year of high school, and students participating in a newcomer program who are in their third or fourth year of high school, shall be exempt from any of MWA's graduation requirements that are in excess of the California minimum graduation requirements specified in Education Code section 51225.3 ("additional graduation requirements") unless MWA makes a finding that the student is reasonably able to complete MWA's graduation requirements by the end of the student's fourth year of high school.

To determine whether a Foster and Mobile Youth is in their third or fourth year of high school, either the number of credits the student has earned to the date of transfer or the length of the student's school enrollment may be used, whichever will qualify the student for the exemption. In the case of a student participating in a newcomer program, enrollment in grade 11 or 12 may be used to determine whether the student is in their third or fourth year of high school.

Within thirty (30) calendar days of the date that a student who may qualify for exemption under the above requirements transfers into MWA, MWA shall notify the student, the parent, and where applicable, the student's social worker or probation officer, of the availability of the exemption and whether the student qualifies for an exemption.

MWA shall notify students who are exempted from MWA's additional graduation requirements and the student's parent how any of the requirements that are waived will affect the student's ability to gain admission to a postsecondary educational institution and provide information about transfer opportunities available through the California Community Colleges.

MWA shall not require any student who would otherwise be entitled to remain in attendance at MWA to accept the exemption from MWA's additional graduation requirements or deny the student enrollment in, or the ability to complete, courses for which the student is otherwise eligible. MWA shall not revoke an exemption and shall grant an eligible student's request for the exemption at any time if the student qualifies, regardless of whether the student previously declined the exemption. An eligible student's exemption from MWA's additional graduation requirements will continue to apply while the student is enrolled in MWA or if the student transfers to another school even after the court's jurisdiction terminates or the student no longer meets the definition of a child of military family, a currently migratory child or a student participating in a newcomer program.

MWA shall not require or request that a student transfer schools in order to qualify the student for the exemption. Nor shall a student, a student's parent/guardian or educational rights holder, or a student's social worker or probation officer request a transfer solely to qualify for an exemption from MWA's additional graduation requirements.

If a student who is exempted from MWA's additional graduation requirements completes the California minimum coursework requirements specified in Education Code section 51225.3 before the end of the student's fourth year of high school and would otherwise be entitled to remain in attendance at MWA, MWA shall not require or request that the student graduate before the end of the student's fourth year of high school.

If MWA determines the student is reasonably able to complete MWA's graduation requirements by the end of the student's fifth year of high school, MWA shall do the following:

1. Inform the student of the student's option to remain at MWA for a fifth year to complete MWA's graduation requirements.
2. Inform the student, and the educational rights holder for the student, about how remaining in school for a fifth year to complete MWA's graduation requirements will affect the student's ability to gain admission to a postsecondary educational institution.
3. Provide information to the student about transfer opportunities available through the California Community Colleges.
4. Permit the student to stay at MWA for a fifth year to complete MWA's graduation requirements upon agreement with the student, if the student is 18 years of age or older, or, if the student is under 18 years of age, upon agreement with the educational rights holder for the student.

Acceptance of Course Work: MWA will accept any coursework satisfactorily completed at any public school, a juvenile court school, a school in a country other than the United States, and/or a nonpublic, nonsectarian school or agency by a Foster and Mobile Youth.

MWA will provide Foster and Mobile Youth credit for the partial completion of courses taken while attending a public school, a juvenile court school, a school in a country other than the United States, and/or a nonpublic, nonsectarian school or agency. If the student did not complete the entire course, MWA shall not require the student to retake the portion of the course the student completed unless MWA, in consultation with the holder of educational rights for the student, finds that the student is reasonably able to complete the requirements in time to graduate from high school. When partial credit is awarded in a particular course, the Foster and Mobile Youth shall be enrolled in the same or equivalent course, if applicable, so that the student may continue and complete the entire course. These students shall not be prevented from taking or retaking a course to meet California State University or the University of California admission eligibility requirements.

Student Records: When MWA receives a transfer request and/or student records request for the educational information and records of a foster youth from a new local educational agency ("LEA"), MWA shall provide these student records within two (2) business days. MWA shall compile the complete educational record of the student, including but not limited to a determination of seat time, full or partial credits earned, current classes and grades, immunization and other records, and, if applicable, a copy of the student's special education records including assessments, IEPs, and/or 504 plans. All requests for student records will be shared with the Foster and Mobile Youth Liaison, who shall be aware of the specific educational record keeping needs of Foster and Mobile Youth.

MWA shall not lower a foster youth's grades as a result of the student's absence due to a verified court appearance, related court ordered activity, or a change the placement of the student made by a county or placing agency. If a foster youth is absent from school due to a decision to change the placement of the student made by a county or placing agency, the grades and credits of the student will be calculated as of the date the student left MWA.

In accordance with MWA's Directory Information, FERPA, and Student Records Policy, under limited circumstances, MWA may disclose student records or personally identifiable information contained in those records to certain requesting parties including but not limited to a foster family agency and state and local authorities within a juvenile justice system, without parental consent.

Discipline Determinations: If MWA intends to extend the suspension of any foster/ youth pending a recommendation for expulsion, MWA will invite the student's attorney and an appropriate representative from the relevant county agency to participate in the meeting at which the extension of the suspension will be discussed.

If MWA intends to suspend for more than ten (10) consecutive school days or expel a student with a disability who is also a foster youth due to an act for which the recommendation for expulsion is discretionary, MWA will invite the student's attorney and an appropriate representative from the relevant county agency to participate in the Manifestation Determination Review meeting.

Complaints of Noncompliance: A complaint of noncompliance with any of the requirements outlined above may be filed through MWA's Uniform Complaint Procedures . A copy of the Uniform Complaint Policy and Procedures is available upon request at the main office.

Availability of Complete Policy: For any Foster and Mobile Youth who enrolls at MWA, a copy of MWA's complete foster youth policy shall be provided at the time of enrollment. A copy of the complete Policy is available upon request at the main office .

Coversheet

2020-2021 Employee Handbook

Section: IV. Action Items
Item: G. 2020-2021 Employee Handbook
Purpose: Vote
Submitted by: Elizabeth Martinez
Related Material: MWA 2020-21 Employee Handbook_05132020.pdf

BACKGROUND:

This version of the MWA Employee Handbook was reviewed by the Human Resources Office, our HR consultant agency, and our attorney. Below is a list of the changes that were made to the 2020-2021 handbook. 1) Refresh of design 2) Use of gender neutral language and pronouns 3) New Policies: a) Telework Policy 4) Revised Policies a) Work Eligibility b) Employee Reviews and Performance Reviews c) Eligibility for Holiday Pay d) Meal and Rest Periods e) Timesheets/Timekeeping Records f) Use of school technology resources g) Exempt employee pay h) Overtime pay i) Employee Reviews and Performance Reviews 5) Removed Home Loan/Student Debt Loan Program

RECOMMENDATION:

We recommend the board approves the 2020-2021 Employee Handbook.

Making Waves Academy

Employee Handbook

2020-2021

4123 Lakeside Drive
Richmond, CA 94806
(510) 262-1511
<https://www.makingwavesacademy.org/>

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Acknowledgement of Receipt of Employee Handbook

Employee Name

I ACKNOWLEDGE that I have received a copy of the Employee Handbook. I have read and understood the contents of the Handbook, and I agree to abide by its directions and procedures. I have been given the opportunity to ask any questions I might have about the policies in the Handbook. I understand that it is my responsibility to read and familiarize myself with the policies and procedures contained in the Handbook. I also understand that if I am ever unclear on any language, or policies and procedures in this Handbook, it is my responsibility to seek clarification from the School.

I understand that the statements contained in the Handbook are guidelines for employees concerning some of the School's policies and benefits, and are not intended to create any contractual or other legal obligations or to alter the at-will nature of my employment with the School. In the event I do have an employment contract which expressly alters the at-will relationship, I agree to the foregoing except with reference to an at-will employment status.

I understand that except for employment at-will status, any and all policies or practices can be changed at any time by the School.

I understand that other than the Board of the School, no person has authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will; only the Board has the authority to make any such agreement and then only in writing signed by the Board President.

Employee Signature

Date

Welcome Letter

From Alton B. Nelson Jr., Making Waves Academy CEO

Dear Making Waves Academy Staff,

2020-21 marks the fourteenth year of the school. In that time, we have graduated six classes of high school seniors. Of that senior class, nearly 95% (on average) pursue college with about 70%-75% or more attending four-year colleges and another 20%-25% attending community college. The spring of 2019 marked the first cohort of MWA alumni to graduate from college. Graduates from various colleges included Cal Berkeley, Columbia University, Prairie View (an HBCU), and St. Mary's College. In that time span, other Wave-Makers earned their Associate Degrees in area community colleges.

Making Waves Academy ("MWA") is a WASC-accredited, 5th through 12th grade public charter school and that is also a non-profit, tax exempt organization. The aim of Making Waves Academy is to work with and provide holistic support to historically underserved young people from Richmond and the surrounding community, and for these students to have access to a high- quality 5th-12th grade public education, go on to college, and become contributing members in their respective communities. The vision of MWA is for our students to graduate from four-year colleges, and other appropriately-challenging, post-secondary education and career pathway institutions, with minimal debt. We help students identify what they are passionate about, what their dreams for themselves are, and support them in aligning their career pathway pursuits, passions, and dreams with post-secondary education pathways and options.

Upon graduation from MWA, the College Advising Program (CAP) staff of coaches and administrators work with MWA graduates on their varied post-secondary pathways to provide financial and coaching support to students in meeting challenges that may arise. For over thirty years, Making Waves has successfully supported hundreds of hard-working students in colleges and universities throughout the country on the pathway to earning their degrees and certifications.

In order for the organization to be successful, and in order to develop and maintain a healthy, productive, and safe work environment, there are policies, procedures, and protocols that must be followed by all MWA employees. To this end, please find this detailed set of policies, procedures, and guidelines governing MWA employee expectations.

The MWA community, comprised of students, parents, staff, faculty, administration, and members of the Board of Directors, work to support the attainment of Wave-Maker goals of college graduation, realizing their goals for themselves, and "recycling their success" by giving back to their respective communities. Following and adhering to the policies and procedures of this Handbook helps to create a safe and supportive environment for the community of adults and students at MWA. Thank you.

Mission, Vision, Values, History, and Program

Objective

Our objective is to address the disparity in educational opportunity that exists between suburban and urban youths, and to improve the educational opportunities for students in the Richmond area.

Mission

MWA 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.

Vision of Impact

- Traditionally underserved students in Richmond and Contra Costa County
- 70% of our students will earn an appropriately challenging post-secondary degree, graduating with minimal college debt.

Core Values



Community

We combine our intellect and critical thinking to support each other and make healthy choices for ourselves and positive changes in our community.



Resilience

We are agents of change, who, through hard work and perseverance, have the power to define ourselves and to control our destiny.



Respect

We believe each person is valuable and we demonstrate respect by following our community norms.



Responsibility

We have integrity; we are accountable for our decisions and actions and their impact on self and community.



Scholarship

We are life-long learners who aspire to and achieve academic excellence.

Our History

In 1989, John Scully, Managing Director of the investment firm, SPO Partners, had a vision. He shared this vision with fellow Branson School (a private school in Ross, CA) Board Member, the late Reverend Eugene Farlough, Pastor of the Sojourner Truth Presbyterian Church in Richmond, and together they created Making Waves, an organization that would support the healthy well-being, education and pre-career development of urban children. Mr. Scully's vision grew from his experiences and his observation of numerous public education systems in the state of California and throughout the nation. From these observations, he concluded that the disparity in equal educational opportunity between the "haves" and the "have-nots" in our society was increasing at an alarming rate. Mr. Scully also concluded that unless innovative programs were created to support and augment the efforts of certain public school systems, this circumstance would continue to worsen. He reasoned that this deteriorating condition was unacceptable because of its inevitable, undeniable outcome: millions of Americans lacking the skills required to provide an adequate quality of life for themselves, their families and the communities in which they reside. While Mr. Scully does not serve in any formal capacity at MWA, his role as Founder of Making Waves, his reasons for starting Making Waves, and his vision for serving this community informs our approach. Making Waves Academy opened its doors to its first students in 2007.

Our Program

From our origins as an after-school tutoring and teaching program, we have evolved into a comprehensive, holistic, 5th-12 grade public charter school. Our tremendous success is predicated on a program that focuses on the whole child and provides an array of services: rigorous academic instruction, academic support, transportation, healthy meals, mental health counseling, college counseling, family support.

Introduction to Handbook

The purpose of this Handbook is to summarize certain personnel policies and benefits of Making Waves Academy (“the School”) and to acquaint employees with some of the terms and conditions of employment with the School. Please read it carefully and keep it for future reference.

The School reserves the right to make changes to this handbook as detailed in the [Amendments Policy](#). Employees are responsible for knowing about and understanding those changes once they have been disseminated. The School also reserves the right to interpret the provisions of this handbook. For this reason, employees should check with the Human Resources department to obtain information regarding specific employment guidelines, practices, policies, or procedures.

Because employment at the School is "at will," employees should not interpret anything in this handbook as creating a contract or guarantee of continued employment.

This handbook is the property of the School, and is intended for the personal use and reference by employees of the School. Circulation of this handbook outside of the School requires the prior written approval of the Human Resources department.

Conditions of Employment

Equal Employment Opportunity Is Our Policy

The School is an equal opportunity employer. It is the policy of the School to afford equal employment and advancement opportunity to all qualified individuals without regard to their perceived or identified:

- Race (including traits historically associated with race, such as hair texture and hairstyle, including but not limited to braids, locks, and twists);
- Color;
- Gender, (including gender identity, gender expression, and transgender identity, whether or not the employee is transitioning or has transitioned);
- Sex (including pregnancy, childbirth, breastfeeding, and medical conditions related to such);
- Religious creed (including religious dress and grooming practices);
- Marital/registered domestic partner status;
- Age (forty (40) and over);
- National origin or ancestry (including native language spoken and possession of a driver's license issued to persons unable to prove their presence in the U.S. is authorized by federal law);
- Physical or mental disability (including HIV and AIDS);
- Medical condition (including cancer and genetic characteristics);
- Taking of a leave of absence pursuant to the Family Medical Leave Act ("FMLA"), Pregnancy Disability Leave ("PDL") law, Americans with Disabilities Act ("ADA"), California Family Rights Act ("CFRA"), the Fair Employment and Housing Act ("FEHA"), or laws related to domestic violence, sexual assault, and stalking laws;
- Genetic information;
- Sexual orientation;
- Military and veteran status; or
- Any other consideration made unlawful by federal, state, or local laws.

This policy extends to all job applicants and employees and to all aspects of the employment relationship, including the hiring of new employees and the training, transfer, promotion, discipline, termination, compensation and benefits of existing employees.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the School will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result.

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact the Human Resources Office and request such an accommodation. The individual with the disability should specify what accommodation he or she needs to perform the job, or if unknown, what job duties the disability impairs. The School then will conduct an investigation to identify the barriers that interfere with the equal opportunity of the applicant or employee to perform the job. The School will identify possible accommodations, if any, that will help eliminate the limitation. If the accommodation is reasonable and will not impose an undue hardship, the School will make the accommodation.

Open Door Policy

The School has an Open Door Policy that encourages employees to participate in decisions affecting them and their daily professional responsibilities. Employees who have job-related concerns or complaints are encouraged to discuss them with their supervisor or any other management representative with whom they feel comfortable. The School believes that employee concerns are best addressed through this type of informal and open communication.

Employees are encouraged to raise work-related concerns with their immediate supervisor, or with a supervisor or other management representative of their choice, as soon as possible after the events that cause the concern. Employees are further encouraged to pursue discussion of their work-related concerns until the matter is fully resolved. Although the School cannot guarantee that in each instance the employee will be satisfied with the result, the School will attempt in each instance to explain the result to the employee if the employee is not satisfied. The School will also attempt to keep all such expressions of concern, the results of any investigation, and the terms of the resolution confidential. In the course of investigating and resolving the matter, however, some dissemination of information to others may be necessary or appropriate. No employee will be disciplined or otherwise penalized for raising a good-faith concern in a professional manner.

Employees who conclude that work-related concerns should be brought to the attention of the School by written complaint and formal investigation may avail themselves of the "Internal Complaint Review" procedure set forth in this Handbook.

At-Will Employment

Except if stated expressly otherwise by employment contract, it is the policy of the School that all employees are considered "at-will" employees of the School. Accordingly, either the School or the employee can terminate this relationship at any time, for any reason, with or without cause, and with or without advance notice.

Nothing contained in this Handbook, employment applications, School memoranda or other materials provided to employees in connection with their employment shall require the School to have "cause" to terminate an employee or otherwise restrict the School's right to release an employee from their at-will employment with the School. Statements of specific grounds for termination set forth in this Handbook or elsewhere are not all-inclusive and are not intended to restrict the School's right to terminate at-will. No School representative, other than the Board of Directors or its designee, is authorized to modify this policy for any employee or to make any representations to employees or applicants concerning the terms or conditions of employment with the School that are not consistent with the School's policy regarding "at-will" employment.

This policy shall not be modified by any statements contained in this Handbook or employee applications, School memoranda, or any other materials provided to employees in connection with their employment. Further, none of those documents whether singly or combined, or any employment practices, shall create an express or implied contract of employment for a definite period, nor an express or implied contract concerning any terms or conditions of employment.

Work Eligibility

In compliance with federal law, the School only employs United States citizens or other individuals who have the legal right to work in the United States. On or before their first day of work, all employees must complete a Department of Homeland Security Form I-9 and provide proof of identity and eligibility to work in the United States.

If proof of eligibility is not provided within three business days from the first day of work, the School may terminate their employment. If they have previously worked at the School within the last three years, employees do not need to submit a new Form I-9, unless the Form I-9 is no longer valid. Human Resources will confirm if a new Form I-9 is needed during the onboarding process.

Child Abuse and Neglect Reporting

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

The School will provide annual training on the mandated reporting requirements, as required by law.. Mandated reporter training will also be provided to employees hired during the course of the school year. This training will include information that failure to report an incident of known or reasonably suspected child abuse or neglect, as required by Penal Code section 11166, is a misdemeanor punishable by up to six (6) months confinement in a county jail, or by a fine of one-thousand dollars (\$1,000), or by both that imprisonment and fine.

All employees required to receive mandated reporter training must provide proof of completing the training within the first six (6) weeks of each school year or within the first six (6) weeks of that employee's employment.

By acknowledging receipt of this Handbook, employees acknowledge they are child care custodians and are certifying that they have knowledge of California Penal Code section 11166 and will comply with its provisions.

Criminal Background Checks

As required by law, all individuals working or volunteering at the School will be required to submit to a criminal background investigation. No condition or activity will be permitted that may compromise the School's commitment to the safety and the well-being of students taking precedence over all other considerations. Conditions that preclude working at the School include conviction of a controlled substance or sex offense, or a serious or violent felony. Additionally, should an employee, during his/her employment with the School, be charged or convicted of any offense, the employee must immediately report the charge or such a conviction to the Managing Director of Human Resources.

Tuberculosis Testing

On or before an employee's start date, all new employees of the School must submit written proof from a physician of a risk assessment examination for tuberculosis (TB) within the last sixty (60) days. If TB risk factors are identified, a physician must conduct an examination to determine whether the employee is free of infectious TB. The examination for TB consists of an approved TB test, which, if positive, will be followed by an x-ray of the lungs, or in the absence of skin testing, an x-ray of the lungs. All employees will be required to undergo TB risk assessments and, if risk factors are found, the examination at least once every four (4) years. Volunteers may be required to undergo a TB examination as necessary. The TB risk assessment and, if indicated, the examination is a condition of initial employment with the School and the cost of the exam will be borne by the applicant. Food handlers may be required to have annual TB exams. Documentation of employee and volunteer compliance with TB risk assessments and examinations will be kept on file in the HR office. This requirement also includes contract food handlers, substitute teachers, and student teachers serving under the supervision of an educator. Any entity providing student services to the School will be contractually required to ensure that all contract workers have had TB testing that shows them to be free of active TB prior to conducting work with School students.

Immigration Compliance

The School will comply with applicable immigration law, including the Immigration Reform and Control Act of 1986 and the Immigration Act of 1990. As a condition of employment, every individual must provide satisfactory evidence of his or her identity and legal authority to work in the United States. However, the School will not check the employment authorization status of current employees or applicants who were not offered positions with the School unless required to do so by law.

The School shall not discharge an employee or in any manner discriminate, retaliate, or take any adverse action (e.g., threatening to report the suspected citizenship or immigration status of an employee or a member of the employee's family) against any employee or applicant for employment because the employee or applicant exercised a right protected under applicable law. Further, the School shall not discriminate against any individual because he or she holds or presents a driver's license issued per Vehicle Code § 12801.9 to persons who have not established their federally-authorized presence in the United States.

Professional Boundaries: Staff/Student Interaction Policy

The School recognizes its responsibility to make and enforce all rules and regulations governing student and employee behavior to bring about the safest and most learning-conducive environment possible.

Corporal Punishment

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of, or willfully causing the infliction of, physical pain on a student.

For purposes of this policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to property. For clarification purposes, the following examples are offered for direction and guidance of School personnel:

Examples of PERMITTED actions (NOT corporal punishment)

1. Stopping a student from fighting with another student;
2. Preventing a pupil from committing an act of vandalism;
3. Defending yourself from physical injury or assault by a student;
4. Forcing a pupil to give up a weapon or dangerous object;
5. Requiring an athletic team to participate in strenuous physical training activities designed to strengthen or condition team members or improve their coordination, agility, or physical skills;
6. Engaging in group calisthenics, team drills, or other physical education or voluntary recreational activities.

Examples of PROHIBITED actions (corporal punishment)

1. Hitting, shoving, pushing, or physically restraining a student as a means of control
2. Making unruly students do push-ups, run laps, or perform other physical acts that cause pain or discomfort as a form of punishment;
3. Paddling, swatting, slapping, grabbing, pinching, kicking, or otherwise causing physical pain.

Acceptable and Unacceptable Staff/Student Behavior

This policy is intended to guide all School faculty and staff in conducting themselves in a way that reflects the high standards of behavior and professionalism required of school employees and to specify the boundaries between students and staff.

Although this policy gives specific, clear direction, it is each staff member's obligation to avoid situations that could prompt suspicion by parents, students, colleagues, or school leaders. One viable standard that can be quickly applied, when you are unsure if certain conduct is acceptable, is to ask yourself, "Would I be engaged in this conduct if my family or colleagues were standing next to me?"

For the purposes of this policy, the term "boundaries" is defined as acceptable professional behavior by staff members while interacting with a student. Trespassing the boundaries of a student/teacher relationship is deemed an abuse of power and a betrayal of public trust.

Some activities may seem innocent from a staff member's perspective, but can be perceived as flirtation or sexual insinuation from a student or parent point of view. The objective of the following lists of acceptable and unacceptable behaviors is not to restrain innocent, positive relationships between staff and students, but to prevent relationships that could lead to, or may be perceived as, sexual misconduct.

Staff must understand their own responsibility for ensuring that they do not cross the boundaries as written in this policy. Disagreeing with the wording or intent of the established boundaries will be considered irrelevant for disciplinary purposes. Thus, it is crucial that all employees learn this policy thoroughly and apply the lists of acceptable and unacceptable behaviors to their daily activities. Although sincere, competent interaction with students certainly fosters learning, student/staff interactions must have boundaries surrounding potential activities, locations and intentions.

Duty to Report Suspected Misconduct

When any employee reasonably suspects or believes that another staff member may have crossed the boundaries specified in this policy, he or she must immediately report the matter to a school administrator. All reports shall be as confidential as possible under the circumstances. It is the duty of the administrator to investigate and thoroughly report the situation. Employees must also report to the administration any awareness or concern of student behavior that crosses boundaries or where a student appears to be at risk for sexual abuse.

Examples of Specific Behaviors -- THIS IS NOT AN EXHAUSTIVE LIST

Unacceptable Staff/Student Behaviors (Violations of this Policy)

- (a) Giving gifts to an individual student that are of a personal and intimate nature.
- (b) Kissing of any kind.
- (c) Any type of unnecessary physical contact with a student in a private situation.
- (d) Meeting with students for a non-school purpose, or intentionally being alone with one (1) or more students away from the school.
- (e) Making or participating in sexually inappropriate comments.
- (f) Sexual jokes.
- (g) Seeking emotional involvement with a student for your benefit. (h) Listening to or telling stories that are sexually oriented.
- (i) Discussing inappropriate personal troubles or intimate issues with a student in an attempt to gain their support and understanding.
- (j) Becoming involved with a student so that a reasonable person may suspect inappropriate behavior.
- (k) Being in communication with a student outside of school hours unless it is pertaining to specific classroom assignments or student club activity responsibilities.

Unacceptable Staff/Student Behaviors without Parent and Supervisor Permission

(These behaviors should only be exercised when a staff member has parent and supervisor permission.)

- (a) Giving students a ride to/from school or school activities.
- (b) Being alone in a room with a student at school with the door closed.
- (c) Allowing students in your home.

Cautionary Staff/Student Behaviors

These behaviors should only be exercised when a reasonable and prudent person, acting as an educator, is prevented from using a better practice or behavior. Staff members should inform their supervisor of the circumstance and occurrence prior to or immediately after the occurrence

- (a) Remarks about the physical attributes or development of anyone.
- (b) Excessive attention toward a particular student.
- (c) Sending emails, text messages or letters to students if the content is not about school activities.

Acceptable and Recommended Staff/Student Behaviors

- (a) Getting parents' written consent for any after-school activity.
- (b) Obtaining formal approval to take students off school property for activities such as field trips or competitions.
- (c) Emails, text, phone and instant messages to students must be very professional and pertaining to school activities or classes (Communication should be limited to school technology).
- (d) Keeping the door open when alone with a student.
- (e) Keeping reasonable space between you and your students.
- (f) Stopping and correcting students if they cross your own personal boundaries. (g) Keeping parents informed when a significant issue develops about a student. (h) Keeping after-class discussions with a student professional and brief.
- (i) Asking for advice from fellow staff or administrators if you find yourself in a difficult situation related to boundaries.
- (j) Involving your supervisor if conflict arises with the student.
- (k) Informing the Managing Director of Human Resources about situations that have the potential to become more severe.
- (l) Making detailed notes about an incident that could evolve into a more serious situation later.
- (m) Recognizing the responsibility to stop unacceptable behavior of students or coworkers.
- (n) Asking another staff member to be present if you will be alone with any type of special needs student.
- (o) Asking another staff member to be present when you must be alone with a student after regular school hours.
- (p) Giving students praise and recognition without touching them.
- (q) Pats on the back, high fives and handshakes are acceptable.
- (r) Keeping your professional conduct a high priority.
- (s) Asking yourself if your actions are worth your job and career.

Visitors Policy

Partnership between Making Waves Academy, parents and families are essential to support student achievement. To promote family involvement, community building, and academic growth, Parents, Guardians and Educational Advocates are always welcome on campus, given that they adhere to the visitor policy.

Visitors who are not parents or guardians of currently enrolled students, including but not limited to former students, former employees, family members of current students and siblings who are not currently enrolled at Making Waves Academy are required to adhere to the following procedures:

All campus visitors must have the prior consent and approval of the school leader or their designee.

- Visitors may request school leader consent through the front office (510-262-1511).
- The request should include the purpose of the visit, dates, and times of the visit and the specific classroom or student being observed.
- Immediately upon arriving on campus, all visitors must check in at the front office to
- sign in and obtain a visitor's pass.
- All visitors must wear a visitor's pass in a visible place throughout the duration of their
- stay on campus.
- All visitors must sign out upon the completion of their visit and return their visitor's
- badge.

Visitor Conduct While on Campus

To maintain a safe and productive learning environment for students and staff, we request that visitors adhere to the following:

1. Enter and leave the classroom as quietly as possible.
2. Do not converse with students or teachers during the visit.
3. Keep the length and frequency of classroom visits reasonable, based on the activity being observed.

Administrator's Authority

Adults and minors over 16 years of age who enter Making Waves Academy and fail to adhere to the visitor policy or who defy the director/designee's authority may be reported to the appropriate police agency and may be subject to criminal charges.

Parent Rights

1. Parents have the right to observe classrooms in which their child is enrolled after making a request in advance, within a reasonable timeframe.
2. Parents have the right to request a meeting with a classroom teacher, a school leader or their designee after observing their student.

Parents do not have the right to:

1. Willfully interfere with the discipline, order or conduct in any classroom or activity with the intent to disrupt, obstruct, or inflict damage to property or bodily injury to any person.
2. Disrupt class work, extracurricular activities or cause disorder in a place where a school employee is required to perform their duties.

Policy Prohibiting Unlawful Harassment, Discrimination, and Retaliation

The School is committed to providing a work and educational atmosphere that is free of unlawful harassment, discrimination, and retaliation. The School's policy prohibits unlawful harassment, discrimination, and retaliation based upon: race (including traits historically associated with race, such as hair texture and hairstyle, including but not limited to braids, locks, and twists); color; gender (including gender identity, gender expression and transgender identity, whether or not the employee is transitioning or has transitioned); sex (including pregnancy, childbirth, breastfeeding, and related medical conditions); religious creed (including religious dress and grooming practices); marital/registered domestic partner status; age (forty (40) and over); national origin or ancestry (including native language spoken and possession of a driver's license issued to persons unable to prove their presence in the U.S. is authorized by federal law); physical or mental disability (including HIV and AIDS); medical condition (including cancer and genetic characteristics); taking a leave of absence authorized by law; genetic information; sexual orientation; military and veteran status; or any other consideration made unlawful by federal, state, or local laws.

Employees, volunteers, unpaid interns, individuals in apprenticeship programs, and independent contractors shall not be harassed, or discriminated or retaliated against, based upon the characteristics noted above.

The School does not condone and will not tolerate unlawful harassment, discrimination, or retaliation on the part of any employee (including supervisors and managers) or third party (including independent contractors or other person with which the School does business). Supervisors and managers are to report any complaints of unlawful harassment to the Managing Director of Human Resources or designee.

When the School receives allegations of unlawful harassment, discrimination, or retaliation, the Board (if a complaint is about the CEO) or the CEO or designee will conduct a fair, timely and thorough investigation that provides all parties an appropriate process and reaches reasonable conclusions based on the evidence collected. The investigation will be handled in as confidential a manner as possible, although complete confidentiality cannot be guaranteed. Complainants and witnesses shall not be subject to retaliation for making complaints in good faith or participating in an investigation. The School is committed to remediating any instances where investigation findings demonstrate unlawful harassment, discrimination, or retaliation has occurred.

Prohibited Unlawful Harassment

- Verbal conduct such as epithets, derogatory jokes or comments or slurs;
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement, or interfering with work because of sex, race or any other protected basis;
- Retaliation for reporting or threatening to report harassment; or
- Disparate treatment based on any of the protected classes above.

Prohibited Unlawful Sexual Harassment

The School is committed to providing a workplace free of sexual harassment and considers such harassment to be a major offense, which may result in disciplinary action, up to, and including dismissal, of the offending employee.

Sexual harassment consists of sexual advances, request for sexual favors and other verbal or physical conduct of a sexual nature, regardless of whether or not the conduct is motivated by sexual desire, when: (1) submission to the conduct is either made explicitly or implicitly a term or condition of an individual's employment; (2) an employment decision is based upon an individual's acceptance or rejection of that conduct; and/or (3) that conduct interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment.

It is also unlawful to retaliate in any way against an employee who has articulated a good faith concern about sexual harassment against him or her or against another individual.

All supervisors of staff will receive two (2) hours of sexual harassment prevention training within six (6) months of hire or their assumption of a supervisory position and every two (2) years thereafter. All other employees will receive one (1) hour of sexual harassment prevention training within (6) months of hire and every two (2) years thereafter. Such training will address all legally required topics, including information about the negative effects that abusive conduct has on both the victim of the conduct and others in the workplace, as well as methods to prevent abusive conduct undertaken with malice a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests. Abusive conduct includes but is not limited to repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance. Supervisors shall also be trained on how to appropriately respond when the supervisor becomes aware that an employee is the target of unlawful harassment. Other staff will receive sexual harassment prevention training as required by law.

Each employee has the responsibility to maintain a workplace free from any form of sexual harassment. Consequently, should any individual, in particular those with supervisory responsibilities, become aware of any conduct that may constitute sexual harassment or other prohibited behavior, immediate action should be taken to address such conduct. Any employee who believes they have been sexually harassed or has witnessed sexual harassment is encouraged to immediately report such harassment to the Managing Director of Human Resources. See **Appendix A** for the "Harassment/Discrimination/Retaliation Complaint Form." See **Appendix B** for the general "Internal Complaint Form."

Sexual harassment may include, but is not limited to:

- Physical assaults of a sexual nature, such as:
 - Rape, sexual battery, molestation or attempts to commit these assaults and
 - Intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, or poking another's body.
- Unwanted sexual advances, propositions or other sexual comments, such as:
 - Sexually oriented gestures, notices, remarks, jokes, or comments about a person's sexuality or sexual experience.
 - Preferential treatment or promises of preferential treatment to an employee for submitting to sexual conduct, including soliciting or attempting to solicit any employee to engage in sexual activity for compensation or reward or disparate treatment for rejecting sexual conduct.

- Subjecting or threats of subjecting an employee to unwelcome sexual attention or conduct or intentionally making performance of the employee's job more difficult because of the employee's sex.
- Sexual or discriminatory displays or publications anywhere at the workplace by employees, such as:
 - Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing to work or possessing any such material to read, display or view at work;
 - Reading publicly or otherwise publicizing in the work environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic; and
 - Displaying signs or other materials purporting to segregate an employee by sex in an area of the workplace (other than restrooms or similar rooms).

The illustrations of harassment and sexual harassment above are not to be construed as an all-inclusive list of prohibited acts under this policy. Moreover, please note that while in most situations a personal relationship is a private matter, these relationships are not appropriate in a professional setting, particularly where one of the parties has management or supervisory responsibilities. As such, consensual relationships in the workplace may violate the School policy.

Whistleblower Policy

The School requires its directors, officers, employees, and volunteers to observe high standards of ethics in the conduct of their duties and responsibilities within the School. As representatives of the School, such individuals must practice honesty and integrity in fulfilling all responsibilities and must comply with all applicable laws and regulations. The purpose of this policy is to create an ethical and open work environment, to ensure that the School has a governance and accountability structure that supports its mission, and to encourage and enable directors, officers, employees, and volunteers of the School to raise serious concerns about the occurrence of illegal or unethical actions within the School before turning to outside parties for resolution.

All directors, officers, employees, and volunteers of the School have a responsibility to report any action or suspected action taken within the School that is illegal, unethical or violates any adopted policy of the School, or local rule or regulation. Anyone reporting a violation must act in good faith, without malice to the School or any individual at the School and have reasonable grounds for believing that the information shared in the report indicates that a violation has occurred. A person who makes a report does not have to prove that a violation has occurred. However, any report which the reporter has made maliciously or any report which the reporter has good reason to believe is false will be viewed as a serious disciplinary offense. No one who in good faith reports a violation, or who, in good faith, cooperates in the investigation of a violation shall suffer harassment, retaliation, or adverse employment action. Further, no one who in good faith discloses, who may disclose, or who the School believes disclosed or may disclose, information regarding alleged violations to a person with authority over the employee or another employee who had responsibility for investigating, discovering or correcting the purported violation shall suffer harassment, retaliation, or adverse employment action.

Please review the Internal Complaint Policy for the School's policies on complaint reporting. While

employees are encouraged to first resolve any complaint with their immediate supervisor, formal written complaints may also be made to the Managing Director of Human Resources.

Anti-Nepotism Policy

The purpose of this policy is to maintain the highest level of integrity in all actions of the School by avoiding favoritism, the appearance of impropriety, and conflicts of interest often associated with nepotism. Nepotism is inconsistent with the School's policy of making decisions based solely on the School's mission, business needs, and any individual's qualifications, skills, ability and performance.

Definition of "Related Persons"

The following relationships in employment create an inference of nepotism:

- Parent and child
- Siblings
- Grandparent and grandchild
- Aunt and/or uncle and niece and/or nephew
- First cousins
- Spouses and registered domestic partners
- Guardian and ward
- Any corresponding in-law, step, or adoptive relative, or anyone residing on a permanent basis in the home of a current School employee or student.
- Persons engaged in amorous relationships; an amorous relationship exists when two (2)
- persons voluntarily have a physical relationship or are engaged in a romantic courtship (e.g. dating or engaged) that may or may not have been consummated.

Employees

Employees may not engage in a romantic relationship with an employee under their supervision. Further, romantic relations between employees are discouraged as they may negatively impact the workplace for the employees involved, and create a negative or potentially hostile, or otherwise unlawful environment for the School, other employees, and/or students.

Job Applicants

As a family-friendly organization, the School does not discriminate against job applicants who are relatives of School employees. Such applicants may apply for employment in any department that is not under the supervision or control of a relative. A job applicant who is a relative of a School employee shall be subject to the same application requirements as all other candidates. The hiring process may not include the School employee relative. Screening and interviewing will be conducted by an impartial interview and hiring committee consisting of multiple members. In the event the applicant is selected for employment, the applicant shall not be hired for a position where one relative would be under the supervision or control of the other relative.

Employment Decisions

No School employee (including administrators, certificated employees, and classified employees) or any volunteer may make, participate in, or attempt to influence the hiring, management,

or other business decisions involving a relative, or pressure or cause others to do so. Therefore, there can be no direct reporting or supervisory relationship between relatives, and all employment decisions must be made by others.

If an employee is to be assigned to a position that is under the supervision or control of a relative who has or may have a direct effect on the individual's progress or performance, or an individual is to be assigned to a position with the same immediate supervisor as a relative, a management plan must be devised and approved by the head of the department, with final approval by a School Leader. A management plan is also required when an individual already assigned to a position becomes a relative of a supervisor, subordinate, or someone who works for the same immediate supervisor.

The purpose of the management plan is to outline supervision and evaluation procedures that will mitigate possible conflicts of interest. The management plan must address reporting relationships, supervision, and evaluation that will assure that there will be no decision-making based upon relationships between relatives in promotion, compensation, hours, or other conditions of employment.

Final approval of hiring recommendations and personnel actions is the exclusive right of a School Leader or his or her appointed representative.

Policy Violations

Policy violations will not be tolerated and can subject the involved parties to adverse action, up to and including discipline/termination.

Drug and Alcohol Free Workplace

The School is committed to providing a drug and alcohol free workplace and to promoting safety in the workplace, employee health and well-being, customer confidence and a work environment that is conducive to attaining high work standards. The use of drugs and alcohol by employees, whether on or off the job, jeopardizes these goals, since it adversely affects health and safety, security, productivity, and public confidence and trust. Drug or alcohol use in the workplace or during the performance of job duties is extremely harmful to employees and to other the School stakeholders.

Any employee, who feels he or she has developed an addiction to, dependence upon, or problem with alcohol or drugs, legal or illegal, is strongly encouraged to seek assistance before a violation of this policy occurs. The School will take all reasonable steps to assist an employee who requests time off to participate in a rehabilitation program. However, participation in a rehabilitation program may not shield the employee from disciplinary action for a violation of this policy, particularly if the policy violation occurred before the employee sought assistance. In the School's sole and absolute discretion, the School may choose not to discharge an employee for a violation of this policy if the employee satisfactorily completes a School-approved drug and/or alcohol rehabilitation program, and the School determines that the employee does not pose a safety risk to students, staff, or School property.

The bringing to the workplace, possession or use of intoxicating beverages or drugs on any School premises or during the performance of work duties is prohibited and will result in disciplinary action up to and including termination.

Smoke-Free Workplace

Smoking in any form through the use of tobacco products, vapor devices, or with e-cigarettes is prohibited at all the School buildings and facilities.

Confidential Information

All information relating to students, personal information, schools attended, addresses, contact numbers and progress information is confidential in nature, and may not be shared with or distributed to unauthorized parties. All records concerning special education pupils shall be kept strictly confidential and maintained in separate files. Failure to maintain confidentiality may result in disciplinary action, up to and including release from at-will employment.

Federal and state laws, including but not limited to the Family Education Rights and Privacy Act (“FERPA”) require that student records and personally identifiable information must be treated with complete confidentiality. Employees will ensure that such confidential information is shared only with those authorized to use it.

Employees may access and/or modify only the confidential student records for which they have authorization to access and a legitimate purpose as a part of their job duties. Employees must also understand that a violation of FERPA or related misconduct may result in the restriction or revocation of access to School computers, discipline up to and including termination, and civil or criminal penalties.

Political Neutrality

Business hours are normally 7:30 a.m. – 4:30 p.m., Monday through Friday. School hours are anywhere from 7:30am to 6:30pm. Employees may be required to participate in certain school activities, administrative activities and other activities as directed by the Chief Executive Officer, or designee. The regular workday schedule for nonexempt employees is eight (8) hours; the regular workweek schedule is forty (40) hours. Exempt employees are also generally expected to be present during business hours and to commit whatever additional time is necessary to satisfactorily complete all job requirements.

Conflict of Interest

During work times, employees are expected to devote their best efforts and attention to the full-time performance of their jobs. Moreover, employees are expected to use good judgment, to adhere to high ethical standards, and to avoid business, financial or other interests or relationships that create an actual or potential conflict between their personal interests and the interests of the School. A conflict of interest exists when the employee’s loyalties or actions are divided between the School’s interests and those of another, such as a competitor, supplier, or client, or when the employee is in a position to influence a decision that may result in a personal gain for that employee or the employee’s relative as a result of the School’s business dealings. Both the fact and appearance of a conflict of interest should be avoided.

Employees may engage in outside employment, provided that they disclose such employment and get written approval from their immediate supervisor. Any outside employment or consulting relationship should not interfere with the employee’s ability to satisfactorily perform his or her job duties.

Failure to adhere to this guideline, including failure to disclose any conflict of interest, may result in

discipline, up to and including termination of employment.

The Workplace

Work Schedule

Business hours are normally 7:30 a.m. – 4:30 p.m., Monday through Friday. School hours are anywhere from 7:30am to 6:30pm. Employees may be required to participate in certain school activities, administrative activities and other activities as directed by the Chief Executive Officer, or designee. The regular workday schedule for nonexempt employees is eight (8) hours; the regular workweek schedule is forty (40) hours. Exempt employees are also generally expected to be present during business hours and to commit whatever additional time is necessary to satisfactorily complete all job requirements.

On occasion, and subject to the supervisor's approval, employees may be permitted to work from home or telework (as an alternative work arrangement) in certain situations. All alternative work arrangements are made on a case-by-case basis, and should be discussed with the employee's supervisor.

Meal and Rest Periods

Meal Periods for Employees Scheduled to Work More Than Five (5) Hours: Employees scheduled to work more than five (5) hours per day shall be entitled to an uninterrupted meal period of at least thirty (30) minutes. An employee may waive this meal period if the day's work will be completed in no more than six (6) hours, provided the employee and the School mutually consent to the waiver in writing.

Meal Periods Near the Middle of the Shift: Making Waves Academy will make every reasonable effort to schedule the meal periods at or near the middle of the shift, unless mutually agreed otherwise. Meal periods shall be taken by no later than the 5th hour of work.

Rest Periods. Each Employee shall receive a ten (10) minute paid rest period during each four (4) hours of work approximately towards the middle of each four (4) hour work segment. Employees are prohibited from combining meal and rest time.

An employee's supervisor must be aware of and approve scheduled meal and rest periods. Employees must immediately inform their supervisor if they are prevented from taking their meal and/or rest periods. Employees are expected to observe assigned working hours and the time allowed for meal and rest periods.

Health and Safety Policy

MWA is committed to providing and maintaining a healthy and safe work environment for all employees.

Employees are required to know and comply with the School's General Safety Rules and to follow safe and healthy work practices at all times. Employees are required to report immediately to the Managing Director of Human Resources any potential health or safety hazards, and all injuries or accidents.

The School has instituted an Injury and Illness Prevention Program designed to protect the health and safety of all personnel. A copy of the Program may be obtained from Human Resources.

In compliance with Proposition 65, the School will inform employees of any known exposure to a

chemical known to cause cancer or reproductive toxicity.

Lactation Accommodation

The School accommodates lactating employees by providing a reasonable amount of break time to any employee who desires to express breast milk for an infant child. The break time shall, if possible, run concurrently with any break time already provided to the employee. Any break time provided to express breast milk that does not run concurrently with break time already provided to the nonexempt employee shall be unpaid.

The School will make reasonable efforts to provide employees who need lactation accommodation with the use of a room or other private location that is located close to the employee's work area. Such room/location shall not be a bathroom, and shall have electricity. Employees shall also be given access to a sink with running water and a refrigerator. Employees with private offices will be required to use their offices to express breast milk. Employees who desire lactation accommodations should contact their supervisor and/or Human Resources to request accommodations.

Attendance and Tardiness

All employees, whether exempt or nonexempt, are expected to arrive at work consistently and on time. Absenteeism and tardiness negatively affects the School's ability to implement its educational program and disrupts consistency in students' learning. Because we are a small school each position is critical to our success. Therefore, regular attendance and punctuality is considered an essential function of all positions.

If it is necessary to be absent or late, employees are expected to telephone the Supervisor as soon as possible but no later than one hour before the start of the workday. If an employee is absent from work longer than one (1) day, he or she is expected to keep the Supervisor sufficiently informed of the situation.

Campus Supervisors are required to provide a four (4) hour notice of any absence. If an employee desires to leave work early for any reason during the workday, the employee must obtain the approval of his or her supervisor prior to leaving.

As noted in the section of this Handbook concerning prohibited conduct, excessive or unexcused absences or tardiness may result in disciplinary action up to and including release from at-will employment with the School. An employee's failure to report an absence or absences for more than three (3) consecutive days without notifying their supervisor will be considered a voluntary resignation from employment.

Timesheets/ Timekeeping Records

By law, MWA is obligated to keep accurate records of the time worked by nonexempt employees. Such employees shall be required to utilize the School's timecard system.

Exempt employees must clock-in to indicate their presence at work. Nonexempt employees must accurately clock in and out of their shifts as this is the only way the payroll department knows how many hours each employee has worked and how much each employee is owed. While exempt

employees are not required to complete timesheets, they must keep the School apprised of their presence on campus and report any early departures or tardiness, including for scheduled appointments. All nonexempt employees must clock in and out for arrival and departure, along with lunch and for absences like doctor or dentist appointments. Both exempt and nonexempt employees are required to keep the office advised of their departures from and returns to the school premises during the workday.

All employees are solely responsible for ensuring accurate information on their timesheets and remembering to record time worked. For this reason, employees must be sure to double check the accuracy of their timesheets. If an employee forgets to mark their timesheet or makes an error on the timesheet, the employee must submit a change request in the timesheet system for their supervisor's review and approval. Once the requests are approved the change will reflect on the timesheet. If an employee fails to complete and submit a timesheet by the payroll schedule submission deadline, it may result in a delay of payment for the pay period.

All timesheets are approved and submitted to payroll by the managers. It is the manager's responsibility to ensure that all timesheets and change requests are accurately reviewed and approved by the payroll schedule approval deadline. This responsibility also includes attention to the accuracy of overtime hours for nonexempt employees that may be outside of their standard work schedule. If a manager fails to approve any timesheets or change requests by the deadline, it may result in a delay of payment for the pay period.

Nonexempt employees are prohibited from performing off-the-clock work, including but not limited to checking emails before/after work hours, performing work in the morning before logging in, and running School errands after logging out.

No one may record hours worked on another's worksheet. Any employee who violates any aspect of this policy may be subject to disciplinary action, up to and including release from at-will employment with the School.

Use of Email, Voicemail and Internet Access

The School provides various technology resources to authorized employees to assist them in performing their job duties for the School. Each employee has a responsibility to use the School's Technology Resources in a manner that increases productivity, enhances the School's public image, and is respectful of other employees. Incidental personal use by a covered individual of Making Waves Academy networks, MWA's computing systems/devices, or electronic media that is limited in frequency and scope is permitted so long as the use does not:

- Interfere with any employee's ability to do their work, or the work of any other person authorized by MWA to perform work on behalf of MWA;
- Adversely affect the operation of MWA's network or computing systems/devices (e.g., causes degradation of response time) by introducing risks such as viruses into the computing environment;
- Result in any additional costs to MWA

Failure to follow the School's policies regarding Technology Resources may lead to disciplinary measures, up to and including termination of employment. Moreover, the School reserves the right to

advise appropriate legal authorities of any violation of law by an employee. School employees are reminded that, in addition to the requirements of this policy, all usage of Technology Resources is also subject to School's "School Property; Proprietary, Confidential, and Personal Information" policy. Any individual who uses MWA Internet services must expect that their access and use of such services may be logged and summaries can be provided to leadership as appropriate.

Technology Resources Definition

Technology resources consist of all electronic devices, software, and means of electronic communication including any of the following: personal computers and workstations; laptop computers; mini and mainframe computers; computer hardware such as disk drives and tape drives; peripheral equipment such as printers, modems, fax machines, and copiers; computer software applications and associated files and data, including software that grants access to external services, such as the Internet; Internet based or "cloud based" applications and services provided by the school or accessed on a computing device provided by the school; electronic mail; telephones; mobile phones; personal organizers and other handheld devices; pagers; voicemail systems; and instant messaging systems.

The School monitors both the amount of time spent using online services and the sites visited by individual employees. The School reserves the right to limit such access by any means available to it, including revoking access altogether. Deleting or erasing information, documents, or messages maintained on the School's Technology Resources is, in most cases, ineffective. Therefore, employees who delete or erase information or messages should not assume that such information or messages are confidential or ever were confidential.

No employee may load any software on the School's computers, by any means of transmission, unless authorized in writing in advance by the Technology Department and thoroughly scanned for viruses or other malware prior to installation. No software is to be installed or used that has not been duly paid for and licensed appropriately for the use to which it is being put.

The School has installed a variety of programs and devices to ensure the safety and security of the School's technology resources. Any employee found tampering with or disabling any of the School's security devices will be subject to discipline up to and including termination.

The School will permit employees to use its technology resources, subject to the following:

1. The email system and Internet access is not to be used in any way that may be disruptive, offensive to others, or harmful to morale. For example, sexually explicit images, ethnic slurs, racial epithets, or anything else that may be construed as harassment or disparagement of others based on their race, national origin, sex, sexual orientation, age, religious beliefs or political beliefs may not be displayed or transmitted.
2. School staff will not enter an employee's personal email files or voicemail unless there is a business need. The School retains a copy of all passwords; passwords unknown to the School may not be used. System security features, including passwords and delete functions, do not neutralize the School's ability to access any message at any time. Employees must be aware that the possibility of such access always exists.
3. Employees should not use personal devices or email accounts for School-related

communications. Such communications should only take place using School-issued devices and via the employee's school-issued email account.

4. School staff will refrain from writing, copying, executing, or attempting to introduce any computer code designed to self-replicate, damage, or otherwise hinder the performance of or access to any MWA information, MWA-owned computing systems/devices, or non-MWA-owned computing systems/devices connecting to the MWA network, or storing, receiving, transmitting, or displaying MWA information.
5. Schoolstaff will refrain from using or disclosing MWA information to conduct fraudulent, malicious, harassing or illegal activity, or using MWA computing systems/devices or electronic media to conduct fraudulent, malicious, harassing, or illegal activity.
6. School staff will refrain from using any MWA information, computing system/device, or electronic media to defame, libel, abuse, harass, or portray in a false light, MWA or any of its business partners, affiliates, students, or employees.
7. School staff will refrain from retaining information in an electronic format on a non-MWA owned computing system/device, or electronic media.

Electronic information created by or on behalf of MWA for the purpose of doing MWA business, whether using MWA-owned or non-MWA-owned computing systems/devices, is the property of Making Waves Academy. MWA reserves the right of access, as permitted or required by law, to MWA information on non-MWA-owned computing systems/devices, including backup files and archives. The unauthorized transmission or dissemination of the School's information, programs, passwords, or other property of the School, to a personal account is not permitted.

School-Owned Mobile Phones

At the sole discretion of the School, employees may be assigned a mobile phone for use in the performance of their job duties. Use of a school mobile phone is a privilege that may be revoked at any time for inappropriate conduct. Any abuse of these policies may result in revocation of cellular access, notification to school management, and disciplinary action. All equipment will be returned to the HR Department upon leaving employment.

Employees must realize that although personal use of data plans may not result in additional charges, they do count toward the overall limits established under the service agreement. It is expected that the plan chosen will provide adequate coverage for all normal business needs and any overage or other charges realized by the employee for personal use shall be the responsibility of the employee.

The MWA IT Department will maintain an inventory of all school owned mobile devices. Mobile devices will be replaced as needed to ensure proper operation. If an employee is eligible to receive a school mobile phone, they must use a number assigned by the school. Employees are not allowed to port over their personal number to a school owned phone.

Mobile devices that are damaged should be brought to the IT Department, who will contact the vendor for replacement or repair. Lost or stolen equipment should be reported immediately to the IT Department so that service can be cancelled. The cost of replacing damaged, lost or stolen mobile devices will be the responsibility of the employee.

To request a mobile phone, the employee's supervisor must complete a "Mobile Phone Request Form" and submit it to the IT Director via email. The IT Director will then submit a request to the IT Department via a help desk ticket to complete the requisition process. Please allow for up to two weeks from the date the form is submitted until the phone is delivered to the employee.

It is the responsibility of each supervisor who requests a mobile phone for an employee to inform the employee of this policy and to follow appropriate procedures. At the time the Mobile Phone Request Form is fulfilled, the employee receiving the phone will be asked to sign an acknowledgement form regarding MWA mobile phone policies and procedures.

Personal Business

Employees who bring personal cell phones to work are required to keep the ringer shut off or placed on vibrate mode when they are in the office, and to keep cell phone use confined to breaks and meal periods. Personal conversations on cell phones should be conducted away from areas where other employees are working. Personal cell phones should not be accessible to students at any time.

The School's facilities for handling mail is designed to accommodate School business. Employees should have personal mail directed to their home address. Do not use School material, time or equipment for personal projects.

Social Media

If an employee decides to post information on the Internet (i.e., personal blog, Facebook, Instagram, Twitter, etc.) that discusses any aspect of his/her workplace activities, the following restrictions apply:

- School equipment, including School computers and electronics systems, may not be used for these purposes;
- Student and employee confidentiality policies must be strictly followed;
- Employees must make clear that the views expressed in their blogs are their own and not those of the School;
- Employees may not use the School's logos, trademarks and/or copyrighted material and are not authorized to speak on the School's behalf;
- Employees are not authorized to publish any confidential or proprietary information maintained by the School;
- Employees are prohibited from making discriminatory, defamatory, libelous or slanderous comments when discussing the School, the employee's supervisors, co-workers and competitors;
- Employees must comply with all School policies, including, but not limited to, rules against unlawful harassment and retaliation.

The School reserves the right to take disciplinary action against any employee whose social media postings violate this or other School policies.

Personal Appearance/Standards of Dress

MWA employees serve as role models to the School's students. All employees should therefore maintain professional standards of dress and grooming. Just as overall attitude and instructional

competency contribute to a productive learning environment, so do appropriate dress and grooming.

Employees are encouraged to wear clothing that will add dignity to the educational profession, will present an image consistent with their job responsibilities, and will not interfere with the learning process. Accordingly, all employees shall adhere to the following standards of dress:

1. Clothing and jewelry must be safe and appropriate to the educational environment. All clothing must be clean and in good repair. Slits or tears in pants or other articles of clothing are not permitted except for modest slits in women's dresses or skirts that are no higher than three (3) inches above the knee.
2. Head coverings, including hats of any kind, except those worn for religious or safety reasons, are not to be worn inside school buildings including assemblies, classrooms, labs and offices. Hats may be worn outside for sun protection. All hats are to be removed upon entering school buildings. For exceptions to this policy, prior approval must be granted by the Managing Director of Human Resources.
3. Slacks and shorts are to be worn on the waist with no portion of an undergarment showing. Jeans are not permitted. Shorts should be modest in length and should be no higher than three (3) inches above the knee.
4. Skirts and dresses should be no higher than three (3) inches above the knee.
5. All tops must be appropriate to the work environment, and should be clean, neat, and provide proper coverage.
6. For safety purposes, earrings must not dangle more than one (1) inch below the ear.
7. Clothing or jewelry with logos that depict and/or promote gangs, drugs, alcohol, tobacco, sex, violence, illegal activities, profanity, or obscenity are not permitted.
8. Appropriate and business professional closed-toed shoes. Sneakers are prohibited

The Senior School Director can identify possible dates for "casual dress" days for school staff where jeans might be permissible to be worn. Health and Wellness teachers and coaches should wear appropriate athletic attire necessary to meet the requirements of their job responsibilities, which can include shorts, athletic shoes, or hats.

MWA is a fragrance-free workplace. Employees are prohibited from wearing natural or artificial fragrances that could be distracting or annoying to others. Scented personal products (such as fragrances, colognes, scented aftershave lotions, fragrant hair products, and powders) that are perceptible to others should not be worn in the workplace by employees. Other scented products (candles, potpourri and similar items) are also not permitted in the workplace. This policy does not apply to deodorant and antiperspirant, however, MWA does ask that employees be mindful of this policy when selecting such products to wear into work.

Employees required by medical necessity to use medicinal lotions or skin creams that contain odors perceptible to others may request an exception from their supervisor, manager or the Human Resources department.

Any employee with a concern about scents or odors should contact his or her manager or the Human Resources department.

Children in the Workplace

MWA values family and work/life balance. MWA also believes in fostering an environment that is conducive to the important work of the MWA without outside distractions and without exposing MWA to unnecessary liability.

In order to promote respect for the needs of all parties who would be impacted by the presence of non-student minor children anywhere on campus during working hours, MWA employees shall not use the workplace as a substitute for child care for a non-student minor child.

This policy applies to all working hours for any employee including, but not limited to, those outside traditional operating or MWA hours.

For purposes of this policy, the term “non-student minor child” means a child under eighteen (18) years old who is not enrolled in classes at MWA and is the legal responsibility of the employee at that time, regardless of biological relationship.

MWA recognizes that there may be extenuating circumstances in which it may be appropriate for a non-student minor child to accompany an employee to work for a short period of time. Such circumstances may include:

- Introducing colleagues to a newborn baby, newly adopted child, or visiting child;
- Breastfeeding a baby consistent with MWA policy;
- For emergency exceptions that are pre-approved by the CEO or his designee.

The MWA reserves the right to deny an employee’s request to bring a non-student minor child to campus for any reason, in which case the employee will not be permitted to bring the child on campus. During an extenuating situation when a non-student minor child accompanies an employee to work, the employee shall be responsible for the child and must supervise the child at all times. Employees may not leave the child unattended, unsupervised, or under the supervision of another employee or a student, and the employee remains responsible for the safety of the child while the child is on MWA premises. The employee shall ensure that the non-student minor child’s presence does not disrupt the employee’s work or interfere with the workplace or classroom activities of others. The employee shall ensure that the non-student minor child does not operate any MWA equipment including, but not limited to, copiers, computers or telephones while on the campus or work site. An employee shall not bring a non-student minor child into any meeting with other employees, parents, or students.

Under no circumstances may a non-student minor child engage in any activity that could be interpreted to be work for MWA. Under no circumstances may a non-student minor child attend class and participate as a student, with students, or as a volunteer.

By bringing a non-student minor child onto campus or another workspace, the employee indemnifies MWA, its board, directors, and employees from any liability relating to damages, injury or death of the non-student minor child, and for any damages, injury or death caused or contributed to by the non-student minor child.

Employees with child care issues are encouraged to use the Employee Assistance Program (“EAP”) as a resource, by contacting MWA for healthcare provider information. The healthcare provider can assist employees with selecting child care facilities and/or provide a list of community resources that may be

contacted for additional information and assistance. Counselors with the EAP are also available to provide employees with support in the resolution of personal matters.

Security Protocols

MWA has developed guidelines to help maintain a secure workplace. Be aware of unknown persons loitering in parking areas, walkways, entrances and exits and service areas. Report any suspicious persons or activities to the Director of Operations or Campus Supervisor. Employee desk or office should be secured at the end of the day. When an employee is called away from his or her work area for an extended length of time, valuable or personal articles should not be left around a workstation that may be accessible. The security of facilities as well as the welfare of employees depends upon the alertness and sensitivity of every individual to potential security risks. Employees should immediately notify the Director of Operations or Campus Supervisor when keys/fobs are missing or if security access codes or passes have been breached.

Occupational Safety

MWA is committed to the safety of its employees, vendors, contractors and the public and to providing a clear safety goal for management.

The prevention of accidents is the responsibility of every supervisor. It is also the duty of all employees to accept and promote the established safety regulations and procedures. Every effort will be made to provide adequate safety training. If an employee is ever in doubt how to perform a job or task safely, assistance should be requested. Unsafe conditions must be reported immediately.

It is the policy of the School that accident prevention shall be considered of primary importance in all phases of operation and administration. The School's management is required to provide safe and healthy working conditions for all employees and to establish and require the use of safe practices at all times.

Failure to comply with or enforce School safety and health rules, practices and procedures could result in disciplinary action up to and including possible termination.

Accident/Incident Reporting

It is the duty of every employee to report any accident or injury occurring during work or on School premises to their supervisor and the Human Resources department immediately or within 24 hours so that arrangements can be made for medical or first aid treatment, as well as for investigation and follow-up purposes.

Reporting Fires and Emergencies

It is the duty of every employee to know how to report fires and other emergencies quickly and accurately. Employees should report any such emergency by calling a campus supervisor or designee. In addition, all employees should know the local emergency numbers such as 911.

Telework Policy and Procedures

Teleworking allows employees to work at home, on the road or in a satellite location for all or part of their workweek. The School considers teleworking to be a viable, flexible work option when both the employee and the job are suited to such an arrangement. Teleworking may be appropriate for some employees and jobs but not for others, depending on the circumstances. Teleworking is not an entitlement, it is not a companywide benefit, and it in no way changes the terms and conditions of employment with the School.

Procedures

Teleworking can be informal, such as working from home for a short-term project or on the road during school closures, business travel, or a formal, set schedule of working away from the office as described below. Either an employee or a supervisor can suggest teleworking as a possible work arrangement.

Any teleworking arrangement made will be on an interim basis and may be discontinued at will and at any time at the request of the School.

Eligibility

Temporary teleworking arrangements may be approved for circumstances such as mandatory campus closures, special projects or business travel. These arrangements are approved on an as-needed basis only, with no expectation of ongoing continuance.

Other informal, short-term arrangements may be made for employees on family or medical leave to the extent practical for the employee and the organization and with the consent of the employee's health care provider, if appropriate.

All informal teleworking arrangements are made on a case-by-case basis, focusing first on the business needs of the School.

Before entering into any teleworking agreement, the School, will evaluate the suitability of such an arrangement, reviewing the following areas:

Salary, Job Responsibilities, Benefits – Salary, job responsibilities, and benefits will not change because of involvement in the program, except as they might have changed had Employee stayed in the office full-time, e.g., regular salary reviews will occur as scheduled, and Employee will be entitled to any company-wide benefits changes that may be implemented. Employees agree to comply with all existing job requirements.

Work Schedule – The daily work schedule for the days when working at home is subject to negotiation with and approval by the Employee's supervisor. The supervisor may require that employees work certain "core hours" and be accessible by telephone during those hours. Employees agree to remain available during designated school days.

Work Hours, Overtime – Work hours are not expected to change during the program. In the event that *overtime is anticipated for nonexempt employees*, this must be discussed and approved in advance with the supervisor, just as any overtime scheduling would normally have

to be approved.

Equipment – MWA may provide the necessary computer, software, and other equipment needed for teleworking. All of these items remain the property of the company and must be returned to the company upon request. The computer, software, and any other equipment or supplies provided by MWA are provided for use on company assignments. Other household members or anyone else should not use the equipment and software. Company-owned software may not be duplicated except as formally authorized. MWA will be responsible for insurance and maintenance of all company-provided materials.

Expense Reimbursement -- MWA will reimburse employees for monies necessarily expended directly related to performing their duties such as: a reasonable percentage of a cell phone and/or internet bill.

INTERNET REIMBURSEMENT: The School shall reimburse an employee's costs for internet at \$[50] per month, based upon a reasonable percentage of work-related use.

OFFICE SUPPLIES: Office supplies will be provided by MWA as needed. Employee's out- of-pocket expenses for other supplies will not be reimbursed without prior approval of the Employee's supervisor.

Employees who believe their expenses exceed the reimbursement the School provides shall be required to submit copies of their internet and/or cell phone bill for review. Such bills may be redacted as needed to remove any private/confidential information.

Workspace – Employee agrees to designate a workspace within Employee's remote work location for placement and installation of equipment to be used while teleworking. Employees agree to maintain this workspace in a safe condition, free from hazards and other dangers to Employee and equipment. The telework space is considered an extension of the School's worksite. Employees will have the same responsibility for safe practices, accident prevention, and accident/injury reporting as in the regular worksite. In case of injury, accident, theft, loss, or tort liability related to telework, the employee must immediately report the event to their supervisor and allow the School or its authorized agent to investigate and/or inspect the telework site as needed.

Confidentiality – Employee agrees to never provide any third parties access to the School network or share network access passwords, and must comply with all policies and procedures related to information security and network access.

All information relating to students, personal information, schools attended, addresses, contact numbers and progress information is confidential in nature, and may not be shared with or distributed to unauthorized parties. All records concerning special education pupils shall be kept strictly confidential and maintained in separate files. Failure to maintain confidentiality may result in disciplinary action, up to and including release from at-will.

Professional Boundaries: Staff/Student Interaction – Employee agrees to maintain appropriate levels of professionalism when interacting remotely with students and/or student’s family members in full compliance with the School’s [“Professional Boundaries: Staff/Student Interaction” policy](#).

Personal Appearance/Standards of Dress – Employee agrees to maintain professional standards of dress and grooming. In accordance with the handbook, employees are encouraged to wear clothing that will add dignity to the educational profession, will present an image consistent with their job responsibilities, and will not interfere with the learning process.

Performance Standards – Employee agrees to maintain a reasonable level of productivity and work quality while teleworking. If productivity and/or work quality begin to decline, the telework assignment will be reevaluated to determine if changes can be made or termination of the telework assignment is warranted. Telework allows a high amount of flexibility for an employee to complete their work in a timely and proper manner, and it is expected that employees will not abuse this opportunity by allowing their productivity or work quality to decline.

Evaluation – Evaluation of employee performance during the teleworking assignment may include daily interaction by video, phone and/or email between the employee and the supervisor, and weekly face-to-face and/or video meetings whenever possible to discuss work progress and problems, as needed.

Termination of Agreement – Teleworking is available to eligible employees, at MWA’s sole discretion. Teleworking is not an employee benefit intended to be available to the organization on a permanent basis. As such, no employee is entitled to, or guaranteed the opportunity to, telework. MWA can terminate the program, with or without cause, upon reasonable notice, in writing, to the other party. This Agreement is not a contract of employment and may not be construed as such. All telework assignments shall be subject to termination upon resumption of regular onsite duties at the School following a campus closure.

Employees remain obligated to comply with all of MWA’s policies, practices, instructions and this Agreement. Employee understands that violation of any of the above may result in preclusion from teleworking and/or other disciplinary action including and up to termination.

Employee Wages and Health Benefits

Definition of Good Standing

An employee in good standing is regarded as having complied with all of their explicit obligations, while not being subject to any form of sanction, suspension or disciplinary censure. Performance evaluation scores of Proficient or better are required for the most recent fiscal year, and the employee is not currently on a Performance Improvement Plan.

Payroll Withholdings

As required by law, the School shall withhold Federal Income Tax, State Income Tax, Social Security (FICA) and State Disability Insurance from each employee's pay as follows:

1. Federal Income Tax Withholding: The amount varies with the number of exemptions the employee claims and the gross pay amount.
2. State Income Tax Withholding: The same factors which apply to federal withholdings apply to state withholdings.
3. Social Security (FICA): The Federal Insurance Contribution Act requires that a certain percentage of employee earnings be deducted and forwarded to the federal government, together with an equal amount contributed by the School.
4. State Disability Insurance (SDI): This state fund is used to provide benefits to those out of work because of illness or disability.

Every deduction from an employee's paycheck is explained on the check voucher. If an employee does not understand the deductions, he or she should ask the Payroll office to explain them.

Employees may change the number of withholding allowances claimed for Federal or State Income Tax purposes at any time by filling out a new W-4 and DE-4 form and submitting it to the Human Resources office.

All Federal, State, and Social Security taxes will be automatically deducted from paychecks. Federal Withholding Tax deduction is determined by the employee's W-4 and DE-4 forms. The W-4 and DE-4 form should be completed upon hire and it is the employee's responsibility to report any changes in filing status to the Human Resources office and to fill out a new W-4 and DE-4 form.

At the end of the calendar year, a "withholding statement" (W-2) will be prepared for each employee for use in connection with preparation of income tax returns. The W-2 shows Social Security information, taxes withheld and total wages.

Exempt Employee Pay

An exempt employee will receive an amount equal to the daily salary if he/she works any portion of a scheduled work day, regardless of the number of hours worked, subject to the deductions permitted by law. Exempt employees are paid a predetermined salary for performance of their duties and are not paid based on actual hours worked. Therefore, their salary generally is not impacted if they are away from the work place for part of a day. *However, any employee who works less than a full day must obtain prior approval from their manager.*

Paydays

Paydays are scheduled bi-weekly, 26 times per year, for staff and faculty. If an employee observes any error in his or her check, it should be reported immediately to the payroll office.

Overtime Pay

Whether an employee is exempt from or subject to overtime pay will be determined on a case- by-case basis and will be indicated in the employee's job description. Generally, teachers and administrators are exempt. Nonexempt employees may be required to work beyond the regularly scheduled workday or workweek as necessary. Only actual hours worked in a given workday or workweek can apply in calculating overtime for nonexempt employees. The School will attempt to distribute overtime evenly and accommodate individual schedules. All overtime work must be previously authorized by the Supervisor. The School provides compensation for all overtime hours worked by nonexempt employees in accordance with state and federal law as follows:

For employees subject to overtime, all hours worked in excess of eight (8) hours in one workday or forty (40) hours in one workweek shall be treated as overtime. Compensation for hours in excess of forty (40) for the workweek or in excess of eight (8) and not more than twelve (12) for the workday, and for the first eight (8) hours on the seventh consecutive day in one workweek, shall be paid at a rate of one and one-half times the employee's regular rate of pay. Compensation for hours in excess of twelve (12) in one workday and an excess of eight (8) on the seventh consecutive workday of the workweek shall be paid at double the regular rate of pay.

Employees in exempt, full-time or part-time jobs are not eligible to be paid hour-for-hour for additional hours worked in excess of their regular schedule. They are paid on the basis of an established annual or monthly salary. Exempt employees may have to work hours beyond their normal schedules as work demands require, for which no additional compensation or time off is owed or paid.

Make-Up Time

Nonexempt employees may request in writing that they be able to make up work time that is, or would be, lost as a result of a personal obligation. The hours of that make up work may only be performed in the same work week in which the work time was lost and must not exceed eleven (11) hours of work in one day or forty (40) hours of work in one (1) week and as a result will not be paid overtime for performing make up work. The employee shall provide a written request for each occasion that he or she makes a request to make up work time to his or her direct Supervisor, and authorization is at the option of the School. Managers and supervisors shall not solicit nor otherwise encourage employees to make up lost work time. Make up time is not encouraged.

Other Types of Pay

Reporting Time Pay — A nonexempt employee who reports to work at the School's request, whether for a regularly scheduled shift or otherwise, but is not put to work or is given less than half the usual or scheduled day's work will be paid a minimum of one-half (1/2) of the hours the employee was scheduled to work, but in no event less than two (2) or more than four (4) hours at the employee's regular straight-time rate, unless the reasons for lack of work are beyond the School's control. Reporting time hours are not counted as "hours worked" for overtime purposes unless work is actually performed. For example, if an employee who is scheduled to work an eight (8)-hour shift is sent home after three (3) hours, the employee will receive four (4) hours' pay for that day, but the fourth hour of reporting time pay will not be treated as time worked for overtime purposes.

Callback Pay — A nonexempt employee who is called back to work for a second work period in a workday and is furnished with less than two (2) hours' work will be paid a minimum of two (2) hours' pay at the employee's regular rate of pay for the second work period, unless the reasons for lack of work are beyond the School's control.

Travel Reimbursement

The School reimburses employees for business expenses incurred in the direct discharge of their duties when approved in advance by a supervisor and/or Budget Director. The employee is responsible for securing proper authorization for travel, and is required to prepare a claim which shows in detail all expenditures incurred. Receipts for expenses incurred are required and shall be attached to the claim with the employee's signature certifying that all the amounts were actual and necessary.

Meal limitations: Reimbursement may be subject to limitation for meals, lodging, and airfare. The Business Services Department can provide the most up-to-date information on per-diem allowances for meals. Vehicle rental costs may be reimbursed if deemed necessary and approved by the employee's supervisor in advance.

Field Trips/Local Travel: Mileage reimbursement is made at the IRS standard rate for approved use of personal vehicles.

Authorized Drivers: Employees who are required to drive a School vehicle or their own vehicles on School business will be required to show proof of current valid driver's licenses, registration as well as current effective insurance coverage before the first day of employment. Please contact the Human Resources Department for additional information and Authorized Drivers forms.

The School participates in a system that regularly checks State Department of Motor Vehicles (DMV) records of all employees who drive as part of their job function.

The School retains the right to transfer to an alternative position, suspend, or terminate an employee whose license is revoked, or who fails to maintain personal automobile insurance coverage or who is uninsurable under the School's policy if driving is a part of that employee's job functions.

Commuter Benefits

The School offers commuter benefits under the Bay Area Commuter Benefit program. The purpose of the program is to provide tax saving benefits to employees who have commuting expenses. All employees regularly working twenty (20) hours a week or more are eligible and encouraged to participate. For more information regarding the program or enrollment please contact the Human Resources department.

Special Temporary Cost of Living Adjustment Program (STCOLAP)

MWA intends to provide every eligible full-time employee a stipend of \$500.00 per pay period (\$12,000.00 gross per year over 24 pay periods) from August through June (no COLA is paid during the month of July). ***The program is temporary in nature and as such is at the sole discretion of MWA and contingent upon projected funding. At any point in time, and without prior notice, MWA can modify, or cancel the program.*** Details include:

- STCOLAP is not a change in base wages or salary.
- STCOLAP is apportioned through the regular pay periods, during which employment is held.
- STCOLAP will not be paid out upon termination.
- Eligibility requires that a full-time employee must be in good standing with MWA.
- STCOLAP is not eligible for the 403(b) or the CalStrs employer match.

Temporary Salary Increase Guidelines

The purpose of this guideline is to ensure fair and consistent application of temporary salary changes for employees.

An employee may be eligible for a temporary salary increase under the following conditions:

- The employee is appointed as interim Dean, Director or Department Lead;
- The employee is serving in an acting capacity for a period of time exceeding one month;
- The employee is assuming higher level/salary grade duties in addition to his/her own responsibilities on a temporary basis when that service is expected to exceed a period of one month due to the absence of a co-worker or supervisor for up to six (6) months.

An employee is not eligible for a temporary salary increase under the following conditions:

- The employee is serving in an acting capacity for a period of less than one (1) month;
- The employee assumes responsibilities for a subordinate;
- The employee's workload significantly increases and/or additional duties are assumed outside the scope of the current position but within the same salary classification;
- The employee is serving in a position when his/her current salary meets or exceeds that of the vacant position.

An employee may be eligible for a lump sum payment under the following conditions:

- The employee's workload significantly increases and/or additional duties are assumed outside the scope of the current position but within the same salary classification;
- The employee is serving in a position when his/her current salary meets or exceeds that of the vacant position;
- The employee is participating in special projects or committee work that does not fall under the normal scope of his/her duties.

Participation in Recreational or School Activities

Employees may participate as volunteers or chaperones in activities sponsored or supported by the School. Participation in such activities is strictly voluntary. As such, employees have no obligation to participate in recreational or social activities and no employee has work-related duties requiring such participation. An employee's participation in social and recreational activities is at the employee's own risk and the School disclaims any and all liability arising out of the employee's participation in these off-duty and voluntary activities.

Arbitration

In order to resolve disputes in a cost effective and efficient manner, the School requires that its employees enter into an arbitration agreement as a condition of employment.

Wage Attachments and Garnishments

Under normal circumstances, the School will not assist creditors in the collection of personal debts from its employees. However, creditors may resort to certain legal procedures such as garnishments, levies or judgments that require the School, by law, to withhold part of an employee's earnings in their favor.

Medical Benefits

All full-time exempt and full-time nonexempt employees are eligible to enroll in the benefits program (medical, vision, dental, employee assistance and acupuncture/chiropractic plans) on the first day of the month following a thirty (30)-day waiting period. Enrollment prior to the effective date is highly recommended.

Eligibility

An employee is eligible for medical coverage if he or she is a regular employee working for the School at least thirty (30) hours per week.

Employees who go from part-time to full-time employment become eligible for full benefits on the first day of the month following the effective date of the change.

COBRA Benefits

When coverage under the School's medical and/or dental plans ends, employees or their dependents can continue coverage for eighteen (18) or thirty-six (36) months, depending upon the reason benefits ended. To continue coverage, an employee must pay the full cost of coverage – the employee contribution and the School's previous contribution plus a possible administrative charge.

Medical coverage for an employee, his/her spouse, and eligible dependent children can continue for up to eighteen (18) months if coverage ends because:

- Employment ends, voluntarily or involuntarily, for any reason other than gross misconduct; or
- Hours of employment are reduced below the amount required to be considered a full-time employee or part-time, making an employee ineligible for the plan.

This eighteen (18) month period may be extended an additional eleven (11) months in cases of disability subject to certain requirements. This eighteen (18) month period may also be extended an additional eighteen (18) months if other events (such as a divorce or death) occur subject to certain requirements.

An employee's spouse and eligible dependents can continue their health coverage for up to thirty-six (36) months if coverage ends because:

- The employee dies while covered by the plan;
- The employee and his/her spouse become divorced or legally separated;
- The employee becomes eligible for Medicare coverage, but his/her spouse has not yet reach age sixty-five (65); or

- The employee’s dependent child reaches an age which makes him or her ineligible for coverage under the plan.

Rights similar to those described above may apply to retirees, spouses and dependents if the employer commences a bankruptcy proceeding and those individuals lose coverage.

The School will notify employees or their dependents if coverage ends due to termination or a reduction in work hours. If an employee becomes eligible for Medicare, divorced or legally separated, dies, or when a dependent child no longer meets the eligibility requirements, the employee or a family member are responsible for notifying the School within thirty (30) days of the event. The School will then notify the employee or his/her dependents of the employee’s rights.

Health coverage continuation must be elected within sixty (60) days after receiving notice of the end of coverage, or within sixty (60) days after the event causing the loss, whichever is later.

There are certain circumstances under which coverage will end automatically. This happens if:

- Premiums for continued coverage are not paid within thirty (30) days of the due date;
- The employee (or his/her spouse or child) becomes covered under another group health plan which does not contain any exclusion or limitation with respect to any pre-existing condition the employee (or the employee’s spouse or child, as applicable) may have;
- The School stops providing group health benefits;
- The employee (or the employee’s spouse or child) become entitled to Medicare; or
- The employee extended coverage for up to twenty-nine (29) months due to disability and there has been a final determination that the employee is no longer disabled

Retirement Programs

The School provides a 403(b) Retirement Plan for all employees. Employees may contribute their own amounts to the plan at any time. The employer will match non-instructional staff contributions on the following schedule: after six (6) months of service three percent (3%); after three (3) years of service four percent (4%); after five (5) years of service five percent (5%) and after ten (10) years of service six percent (6%). Contributions are fully vested at the time they are made.

For instructional staff the School participates in CalSTRS which has the following mandatory matching program:

Fiscal Year Creditable Service Performed In	Member Contribution Rate CalSTRS 2% at 60	Member Contribution Rate CalSTRS 2% at 62	Employer Contribution Rate
2017-18	10.25%	9.205%	14.43%
2018-19	10.25%	10.205%	16.28%
2019-20	10.25%	10.205%	17.10%
2020-21	10.25%	10.205%	18.40%

If employees have any questions about the retirement programs they should consult with Human Resources.

Employee Review, Evaluation, and Record Keeping

Employee Reviews and Performance Evaluations

Each employee will receive periodic performance reviews conducted by the Supervisor. Performance evaluations will be conducted annually. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. The School's evaluation system will in no way alter the at-will employment relationship. Newly hired employees may have their performance reviewed by their supervisor within the first 60-180 days of employment.

Performance evaluations may review factors such as the quality and quantity of the work performed, knowledge of the job, initiative, work attitude, and attitude toward others. The performance evaluations are intended to make employees aware of their progress, areas for improvement, and objectives or goals for future work performance. Job performance can be considered for salary changes and/or advancement opportunities. After the review, an employee will be required to sign the evaluation report simply to acknowledge that it has been presented to them, that they have discussed it with their supervisor, and that they are aware of its contents.

Performance Improvement Plans (PIP)

A Performance Improvement Plan (PIP) is a tool to give an employee with performance deficiencies the opportunity to succeed. It may be used to address failure to meet specific job duties and/or goals, or to ameliorate behavior-related concerns. PIPs are not required, and MWA in its sole discretion shall determine whether to issue a PIP. *This policy shall not alter the at-will relationship between employees and the School.*

Whether an employee is entitled or required to be placed on a PIP is at the discretion of the employee's supervisors and the School. Employee PIPs are tailored to the needs of the employee. Outcomes may vary, including improvement in overall performance; the recognition of a skills or training gap; or possible employment actions such as a transfer, demotion or termination. Human Resources will work with the supervisor to ensure a PIP is the appropriate action for the situation, and will participate in meetings between the employee and supervisor to discuss placement on a PIP.

A standard form and format will be used for all PIPs. The PIP may also be supported by other written materials, as needed. Management reserves the right to place an employee on a PIP at any time during the course of employment, with or without notice. If an employee is unsuccessful or unable to commit to the PIP process, MWA will determine whether termination, demotion, discipline, or another appropriate employment action should be taken.

Personnel Files and Record Keeping Protocols

At the time of employment, a personnel file is established for each employee. It is each employee's responsibility to keep the Human Resources office advised of changes that should be reflected in their personnel file. Such changes include: change in address, telephone number, marital status, number of dependents and person(s) to notify in case of emergency. Prompt notification of these changes is essential and will enable the School to contact an employee should the change affect their other records.

Employees have the right to inspect documents in their personnel file, as provided by law, in the presence of a School representative, at a mutually convenient time. Employees also have the right to obtain a copy of their personnel file as provided by law. Employees may add their comments to any disputed item in the file. The School will restrict disclosure of personnel files to authorized individuals within the School. A request for information contained in the personnel file must be directed to the Human Resources office. Only the Managing Director of Human Resources or designee is authorized to release information about current or former employees. Disclosure of information to outside sources will be limited. However, the School will cooperate with requests from authorized law enforcement or local, state or federal agencies conducting official investigations or as otherwise legally required.

Credible complaints of substantiated investigations into or discipline for egregious misconduct will not be expunged from an employee's personnel file unless the complaint is heard by an arbitrator, administrative law judge, or the Board and the complaint is deemed to be false, not credible, unsubstantiated or a determination was made that discipline was not warranted.

Holidays, Vacations and Leaves

Holidays

The School calendar reflects any and all holidays observed by the School. The following holidays are generally observed by public entities, including public schools:

- New Year's Day
- Martin Luther King Jr. Birthday
- President's Day
- Cesar Chavez' Birthday
- Memorial Day
- Independence Day
- Labor Day
- Indigenous People's Day
- Veteran's Day
- Thanksgiving
- Friday after Thanksgiving
- Day before Christmas
- Christmas Day
- New Year's Eve

Holidays falling on Saturdays will normally be observed on the preceding Friday. Holidays falling on Sundays will normally be observed on the following Monday. A holiday which falls within vacation or sick leave is paid as a holiday, not counted as vacation or sick days taken.

Holiday Pay

Other days during the school year, such as days during the School's calendared breaks, shall not be paid time for nonexempt employees in active status. The School will generally make every effort to provide time off for employees' observance of religious holidays and practices, unless granting the time off would cause an undue hardship on the School's operations. If the employee desires time off for religious observation, the employee is required to make the request in writing to Human Resources and to a supervisor as far in advance as possible. The employee will not be paid if the religious holiday is taken as a personal leave of absence day.

Eligibility for Holiday Pay

A full-time benefit eligible employee is entitled to MWA paid holidays. A part-time employee is not entitled, nor eligible, for MWA paid holidays.

1. Exempt Employees:

Exempt employees who work on a holiday are paid their normal day's salary and are given an additional day off with pay that must be taken within three months of the holiday worked.

2. Non-Exempt Employees:

- a. A full-time regular nonexempt employee is entitled to MWA paid holidays based on his/her regular schedule. If a full-time nonexempt employee works on a designated

holiday, he/she is entitled to holiday pay at their regular pay rate for the hours worked that day. Overtime rules still apply. .

- b. A part-time employee is not entitled, nor eligible, for MWA paid holidays. If a part-time nonexempt employee works on a designated holiday, he/she is entitled to straight pay for hours worked that day and are **not** entitled to an additional day off with pay. Overtime rules still apply.

Employees are expected to take their paid time off during holiday breaks, such as Thanksgiving week and Spring break. In coordination with these parameters, employees are asked not to take the day before or after a holiday break as additional paid time off. These are called black out days. Generally, absences will not be approved on these days unless special approval is obtained by a Senior School Director, the CEO, or designee. Employees taking paid sick leave prior to or after a paid holiday will not be penalized.

Personal Days

All full-time employees (including teaching staff), are eligible for two (2) personal days per fiscal year. Personal day balances reflect in the timekeeping profile after the first pay period of the fiscal year. A maximum of one (1) unused personal day may be carried from one fiscal year to the next. An employee can accrue up to three (3) personal days in their account.

Vacation

While the School recognizes the importance of vacation time as a period of rest and rejuvenation away from the job, vacations must be scheduled with due consideration for “peak periods” in the school. With this in mind, it is expected that vacation time will be taken when school is not in session. Vacation is earned as outlined below.

Teaching Staff — Teaching staff will not earn/accrue vacation leave.

Non-Teaching Staff – All other regular full-time, exempt and full-time, nonexempt employees are eligible to accrue vacation benefits at the rate 7.385 hours per pay period with a maximum accrual of 288 hours. Once this maximum is reached, all further accruals will cease until vacation has been taken and the accrued hours has dropped below the maximum.

Part-time, Seasonal, and Temporary Employees do not earn or accrue vacation time. Employees do not accrue vacation during an unpaid leave of absence.

Vacation can be taken upon approval of an employee’s supervisor. The School will make every effort to provide for eligible employees to use their accrued days of vacation each fiscal year. Upon termination, unused earned vacation shall be paid to the employee at their regular rate of pay as of the date of termination.

Vacation time may not be utilized before it is earned. Once the cap is reached, no further vacation will accrue until some vacation is used. When some vacation is used, vacation time will begin to accrue again. There is no retroactive grant of vacation compensation for the period of time the accrued vacation compensation was at the cap.

Unpaid Leave of Absence

MWA recognizes that special situations may arise where an employee must leave his or her job temporarily. At its discretion, the School may grant employees leaves of absence. Any unpaid leave of absence must be approved in advance by the School.

The granting of a leave of absence always presumes the employee will return to active work by a designated date or within a specific period.

During a Family and Medical Leave Act, California Family Rights Act leave, and/or Pregnancy Disability Leave, the employee's medical and dental benefits will remain in force, provided the employee pays the appropriate premiums. Otherwise, benefits are terminated the month any other type of leave begins. If an employee fails to return from a leave and is subsequently terminated, the employee is entitled to all earned but unused vacation pay, provided that the vacation pay was earned prior to the commencement of leave.

Sick Leave

To help prevent loss of earnings that may be caused by accident or illness, or by other emergencies, the School offers paid sick leave to its employees. Sick leave may be taken to receive preventive care (including annual physicals or flu shots) or to diagnose, treat, or care for an existing health condition. Employees may also use sick leave to assist a family member (i.e., children, parents, spouses/domestic partners, grandparents, grandchildren, or siblings) who must receive preventative care or a diagnosis, treatment, or care for an existing health condition. Employees may also take paid sick leave to receive medical care or other assistance to address instances of domestic violence, sexual assault, or stalking.

Paid sick leave is available to all School employees who work at least thirty (30) days within the span of a single calendar year from the commencement of employment. All eligible full-time employees shall earn 2.46 hours of paid sick leave per pay period, for a total of 8 days per full work year.

All eligible part-time, temporary and seasonal employees shall accrue paid sick leave at the rate of one (1) hour of paid sick leave for every thirty (30) hours worked, to a maximum accrual of seventy-two (72) hours of accrued paid sick leave per year. Further, paid sick leave is capped at seventy-two (72) hours per year

Employees cannot use paid sick leave until the ninetieth (90th) calendar day following the employee's start date. Sick leave must be taken by eligible employees in increments of two (2) hours. The School does not pay employees in lieu of unused sick leave.

Employees absent longer than five (5) days due to illness may be required to provide medical evidence of illness and/or medical certification of fitness to return to work satisfactory to the School.

Once an employee has exhausted sick leave, the employee may continue on an unpaid medical leave depending upon the facts and circumstances of the employee's basis for leave beyond accrued sick leave. Employee requests for unpaid medical leave must be approved in advance by the School.

Sick Leave Bank

Employees may donate sick leave to the sick bank, except if the employee has submitted his or her resignation. Employees may request to use sick leave hours from the Sick Leave Bank for an absence of five (5) or more days, serious in nature, and supported by verification from a healthcare provider. Employees are not, however, permitted to transfer sick leave to another employee upon termination.

Employees requesting a sick leave donation must have no paid leave balance available, and must be eligible for a disability, paid family leave or FMLA/CFRA leave of absence. The total requests from the bank for leave, per employee, shall not exceed one hundred and sixty (160) hours per twelve (12) months. The twelve (12) month period will be measured forward from the first day sick leave is donated.

Unused and undistributed hours donated to the sick leave bank will remain in the bank and will roll over at the end of each fiscal year. Hours will not be returned to the donating employee.

For additional information about this sick leave bank, please contact the Human Resources Office.

Sabbatical Leave

MWA understands the significance of having employees who are leaders in their field and we encourage innovation and creativity in our employees. It is also important for retention and long-term health that employees are given time to reflect, recuperate and reinvigorate both personally and professionally. Sabbatical leave is not vacation leave. Because employees do not have a vested right to sabbatical leave, and because it is not vacation leave or akin to vacation leave, such leave does not pay out upon employee separation from employment.

Purpose

It is the policy of Making Waves Academy to allow exceptional and unique employees (staff and teachers, including Central Office employees) to take paid sabbatical leave to focus on self-development, extensive learning and reflection for a specified period of time. Employees eligible for sabbatical leave will be asked to submit a formal proposal for the use of sabbatical leave time.

Eligibility

Any full-time employee in “good standing” as defined in this Handbook and with seven or more consecutive years of regular service is eligible to submit a proposal. Candidates should be the positive, team players recognized by their peers to be high performing employees.

Employees may apply to take sabbatical leave according to a matrix based on the employee’s job position and length of service. After an employee has completed sabbatical leave, he or she is not permitted to reapply for sabbatical leave for a period of seven years.

Employees on approved sabbatical leave will receive partial pay (50% of regular salary of wages) and continued benefits during the period of leave at the same level provided by the employer prior to the leave.

Procedures

Eligible employees who wish to apply for sabbatical leave are required to submit a proposal to their immediate supervisor and division head describing the reason for the sabbatical and anticipated activities during sabbatical. Such a request must be made at least ninety (90) days prior to and in advance of the intended leave. Some examples of activities during sabbatical include continuing education, travel, and research.

The submitted proposal will be reviewed by the employee’s immediate supervisor and the CEO. The supervisor or CEO may support the request by drafting a Recommendation for Approval to the Board. The supervisor or CEO will then refer the sabbatical request and the Recommendation for Approval (if applicable) to the Board for a decision. The Board will consider the request for a sabbatical and the Recommendation during a subsequent regular Board meeting and approve or deny the request.

Sabbatical proposals will be approved based on the employee’s goals and focus during the leave, as well as staffing and operational needs of the employee’s department and/or division and the School. At no time may more than ten percent (10%) of the employees in any department be on sabbatical.

Guidelines

After an employee’s return from sabbatical leave, the employee will be asked to produce evidence of the activities conducted during this time. In some instances, this may include nature and outcomes of travel, writing or research sample work, other evidence that the activity during sabbatical was contributing to their growth and development. Upon return from sabbatical the employee will make a presentation to their Supervisor, Division Head and CEO. Other members of the MWA community may be invited as relevant.

Employees on sabbatical leave will not be required to use any accrued leave during this period and are permitted to carry over all leave in the instance that the sabbatical leave crosses from one calendar year into the next. Employees will not accrue any additional leave during their sabbatical.

MWA’s group benefits plan document states that employees who are on approved sabbaticals are eligible for coverage. Employees on sabbatical who are enrolled in our group benefits plan will continue to have pre-tax deductions made from their pay during the sabbatical period.

Time off taken for approved Family Medical and Leave Act (FMLA) leave will not be counted against the employee when determining eligibility or “continuous service.”

Eligibility Criteria and Time off

Group	7 years of service	14 years of service	21 years of service
Staff	4 weeks @ 50% paid time	6 weeks @ 50% paid time	12 weeks @ 50% paid time
Teacher	6 weeks @ 50% paid time	9 weeks @ 50% paid time	14 weeks @ 50% paid time
Administrator	8 weeks @ 50% paid time	12 weeks @ 50% paid time	16 weeks @ 50% paid time

Family Care and Medical Leave

This policy explains how the School complies with the federal Family and Medical Leave Act (“FMLA”) and the California Family Rights Act (“CFRA”), both of which require the School to permit each eligible employee to take up to twelve (12) workweeks (or twenty-six (26) workweeks where indicated) of FMLA leave in any twelve (12) month period for the purposes enumerated below. For purposes of this policy, all leave taken under FMLA or CFRA will be referred to as “FMLA leave.”

Employee Eligibility Criteria

To be eligible for FMLA leave, the employee must have been employed by the School for a total of at least twelve (12) months, worked at least 1,250 hours during the twelve (12) month period immediately preceding commencement of the FMLA leave, and work at a location where the School has at least fifty (50) employees within seventy-five (75) miles (except for purposes of baby-bonding where the threshold is twenty (20) employees).

Events That May Entitle an Employee To FMLA Leave

The twelve (12) week (or twenty-six (26) workweeks where indicated) FMLA allowance includes any time taken (with or without pay) for any of the following reasons:

1. To care for the employee’s newborn child or a child placed with the employee for adoption or foster care. Leaves for this purpose must conclude twelve (12) months after the birth, adoption, or placement. If both parents are employed by the School, they will be entitled to a combined total of twelve (12) weeks of leave for this purpose.
2. Because of the employee’s own serious health condition (including a serious health condition resulting from an on-the-job illness or injury) that makes the employee unable to perform any one or more of the essential functions of his or her job (other than a disability caused by pregnancy, childbirth, or related medical conditions, which is covered by the School’s separate pregnancy disability policy).
 - a. A “serious health condition” is an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition of the employee or a child, parent, or spouse of the employee that involves either inpatient care or continuing treatment, including, but not limited to, treatment for substance abuse.
 - b. “Inpatient care” means a stay in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity. A person is considered an “inpatient” when a health care facility formally admits him/her to the facility with the expectation that he/she will remain at least overnight and occupy a bed, even if it later develops that such person can be discharged or transferred to another facility and does not actually remain overnight.
 - c. “Incapacity” means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.
 - d. “Continuing treatment” means ongoing medical treatment or supervision by a health care provider.
3. To care for a spouse, domestic partner, child, or parent with a serious health condition or military service-related injury. When an employee is providing care to a spouse, son, daughter, parent, or next of kin who is a covered Armed Forces service member with a serious injury or illness, the employee may take a maximum of twenty-six (26) weeks of FMLA leave in a single twelve (12) month period to provide said care.

4. For any “qualifying exigency” because the employee is the spouse, son, daughter, or parent of an individual on active military duty, or an individual notified of an impending call or order to active duty, in the Armed Forces.

Amount of FMLA Leave Which May Be Taken

1. FMLA leave can be taken in one (1) or more periods, but may not exceed twelve (12) workweeks total for any purpose in any twelve (12) month period, as described below, for any one, or combination of the above-described situations. “Twelve workweeks” means the equivalent of twelve (12) of the employee’s normally scheduled workweeks. For a full-time employee who works five (5) eight-hour days per week, “twelve workweeks” means sixty (60) working and/or paid eight (8) hour days.
2. In addition to the twelve (12) workweeks of FMLA leave that may be taken, an employee who is the spouse, son, daughter, parent, or next of kin of a covered Armed Forces service member shall also be entitled to a total of twenty-six (26) workweeks of FMLA leave during a twelve (12) month period to care for the servicemember.
3. The “twelve month period” in which twelve (12) weeks of FMLA leave may be taken is the twelve (12) month period immediately preceding the commencement of any FMLA leave.
4. If a holiday falls within a week taken as FMLA leave, the week is nevertheless counted as a week of FMLA leave. If, however, the School’s business activity has temporarily ceased for some reason and employees are generally not expected to report for work for one or more weeks, such as the Winter Break, Spring Break, or Summer Vacation, the days the School’s activities have ceased do not count against the employee’s FMLA leave entitlement. Similarly, if an employee uses FMLA leave in increments of less than one (1) week, the fact that a holiday may occur within a week in which an employee partially takes leave does not count against the employee’s leave entitlement unless the employee was otherwise scheduled and expected to work during the holiday.

Pay during FMLA Leave

1. An employee on FMLA leave because of his/her own serious health condition must use all accrued paid sick leave at the beginning of any otherwise unpaid FMLA leave period. If an employee is receiving a partial wage replacement benefit during the FMLA leave, the School and the employee may agree to have School-provided paid leave, such as vacation or sick time, supplement the partial wage replacement benefit unless otherwise prohibited by law.
2. An employee on FMLA leave for child care or to care for a spouse, domestic partner, parent, or child with a serious health condition may use any or all accrued sick leave at the beginning of any otherwise unpaid FMLA leave.
3. If an employee has exhausted his/her sick leave, leave taken under FMLA shall be unpaid leave.
4. The receipt of sick leave pay or State Disability Insurance benefits will not extend the length of the FMLA leave. Sick pay accrues during any period of unpaid FMLA leave only until the end of the month in which unpaid leave began.

Health Benefits

The provisions of the School’s various employee benefit plans govern continuing eligibility during FMLA leave, and these provisions may change from time to time. The health benefits of employees on FMLA leave will be paid by the School during the leave at the same level and under the same conditions as coverage would have been provided if the employee had been continuously employed during the leave period. When a request for FMLA leave is granted, the School will give the employee written confirmation of the arrangements made for the payment of insurance premiums

during the leave period.

If an employee is required to pay premiums for any part of his/her group health coverage, the School will provide the employee with advance written notice of the terms and conditions under which premium payments must be made.

The School may recover the health benefit costs paid on behalf of an employee during his/her FMLA leave if:

1. The employee fails to return from leave after the period of leave to which the employee is entitled has expired. An employee is deemed to have "failed to return from leave" if he/she works less than thirty (30) days after returning from FMLA leave; and
2. The employee's failure to return from leave is for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to FMLA leave, or other circumstances beyond the control of the employee.

Seniority

An employee on FMLA leave remains an employee and the leave will not constitute a break in service. An employee who returns from FMLA leave will return with the same seniority he/she had when the leave commenced.

Medical Certifications

1. An employee requesting FMLA leave because of his/her own or a relative's serious health condition must provide medical certification from the appropriate health care provider on a form supplied by the School. Absent extenuating circumstances, failure to provide the required certification in a timely manner (within fifteen (15) days of the School's request for certification) may result in denial of the leave request until such certification is provided.
2. The School will notify the employee in writing if the certification is incomplete or insufficient, and will advise the employee what additional information is necessary in order to make the certification complete and sufficient. The School may contact the employee's health care provider to authenticate a certification as needed.
3. If the School has reason to doubt the medical certification supporting a leave because of the employee's own serious health condition, the School may request a second opinion by a health care provider of its choice (paid for by the School). If the second opinion differs from the first one, the School will pay for a third, mutually agreeable, health care provider to provide a final and binding opinion.
4. Recertifications are required if leave is sought after expiration of the time estimated by the health care provider. Failure to submit required recertifications can result in termination of the leave.

Procedures for Requesting and Scheduling FMLA Leave

1. An employee should request FMLA leave by completing a Request for Leave form and submitting it to the Human Resources Office. An employee asking for a Request for Leave form will be given a copy of the School's then-current FMLA leave policy.
2. Employees should provide not less than thirty (30) days' notice for foreseeable childbirth, placement, or any planned medical treatment for the employee or his/her spouse, domestic partner, child, or parent. Failure to provide such notice is grounds for denial of a leave request, except if the need for FMLA leave was an emergency or was otherwise unforeseeable.

3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.
4. If FMLA leave is taken because of the employee's own serious health condition or the serious health condition of the employee's spouse, domestic partner, parent or child, the leave may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition.
5. If FMLA leave is taken because of the birth of the employee's child or the placement of a child with the employee for adoption or foster care, the minimum duration of leave is two (2) weeks, except that the School will grant a request for FMLA leave for this purpose of at least one day but less than two (2) weeks' duration on any two (2) occasions.
6. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment for the employee or a family member, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits and that better accommodates recurring periods of leave than the employee's regular position.
7. The School will respond to an FMLA leave request no later than five (5) business days of receiving the request. If an FMLA leave request is granted, the School will notify the employee in writing that the leave will be counted against the employee's FMLA leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

Return to Work

1. Upon timely return at the expiration of the FMLA leave period, an employee (other than a "key" employee whose reinstatement would cause serious and grievous injury to the School's operations) is entitled to the same or a comparable position with the same or similar duties and virtually identical pay, benefits, and other terms and conditions of employment unless the same position and any comparable position(s) have ceased to exist because of legitimate business reasons unrelated to the employee's FMLA leave.
2. When a request for FMLA leave is granted to an employee (other than a "key" employee), the School will give the employee a written guarantee of reinstatement at the termination of the leave (with the limitations explained above).
3. Before an employee will be permitted to return from FMLA leave taken because of his/her own serious health condition, the employee must obtain a certification from his/her health care provider that he/she is able to resume work.
4. If an employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.

Limitations on Reinstatement

1. The School may refuse to reinstate a "key" employee if the refusal is necessary to prevent substantial and grievous injury to the School's operations. A "key" employee is an exempt salaried employee who is among the highest paid 10% of the School's employees within seventy-five (75) miles of the employee's worksite.
2. A "key" employee will be advised in writing at the time of a request for, or if earlier, at the time of commencement of, FMLA leave, that he/she qualifies as a "key" employee and the potential consequences with respect to reinstatement and maintenance of health benefits if the School determines that substantial and grievous injury to the School's operations will result if the employee is reinstated from FMLA leave. At the time it determines that refusal is necessary, the School will notify the "key" employee in writing (by certified mail) of its intent to refuse

reinstatement and will explain the basis for finding that the employee’s reinstatement would cause the School to suffer substantial and grievous injury. If the School realizes after the leave has commenced that refusal of reinstatement is necessary, it will give the employee at least ten (10) days to return to work following the notice of its intent to refuse reinstatement.

Employment During Leave

No employee, including employees on FMLA leave, may accept employment with any other employer without the School’s written permission. An employee who accepts such employment without the School’s written permission will be deemed to have resigned from employment at the School.

Pregnancy Disability Leave

This policy explains how the School complies with the California Pregnancy Disability Act, which requires the School to give each female employee an unpaid leave of absence of up to four (4) months per pregnancy, as needed, for the period(s) of time a woman is actually disabled by pregnancy, childbirth, or related medical conditions.

Employee Eligibility Criteria

To be eligible for pregnancy disability leave, the employee must be disabled by pregnancy, childbirth, or a related medical condition and must provide appropriate medical certification concerning the disability.

Events That May Entitle an Employee to Pregnancy Disability Leave

The four (4) -month pregnancy disability leave allowance includes any time taken (with or without pay) for any of the following reasons:

1. The employee is unable to work at all or is unable to perform any one or more of the essential functions of her job without undue risk to herself, the successful completion of her pregnancy, or to other persons because of pregnancy or childbirth, or because of any medically recognized physical or mental condition that is related to pregnancy or childbirth (including severe morning sickness); or
2. The employee needs to take time off for prenatal care.

Duration of Pregnancy Disability Leave

Pregnancy disability leave may be taken in one or more periods, but not to exceed four months total. “Four months” means the number of days the employee would normally work within four months. For a full-time employee who works five (5) eight (8) hour days per week, four (4) months means 693 hours of leave (40 hours per week times 17 ¹/₃ weeks).

For employees who work more or less than forty (40) hours per week, or who work on variable work schedules, the number of working days that constitutes four (4) months is calculated on a pro rata or proportional basis. For example, for an employee who works twenty (20) hours per week, “four months” means 346.5 hours of leave entitlement (20 hours per week times 17 ¹/₃ weeks). For an employee who normally works forty-eight (48) hours per week, “four months” means 832 hours of leave entitlement (48 hours per week times 17 ¹/₃ weeks).

At the end or depletion of an employee’s pregnancy disability leave, an employee who has a physical or

mental disability (which may or may not be due to pregnancy, childbirth, or related medical conditions) may be entitled to reasonable accommodation. Entitlement to additional leave must be determined on a case-by case basis, taking into account a number of considerations such as whether an extended leave is likely to be effective in allowing the employee to return to work at the end of the leave, with or without further reasonable accommodation, and whether or not additional leave would create an undue hardship for the School. The School is not required to provide an indefinite leave of absence as a reasonable accommodation.

Pay during Pregnancy Disability Leave

1. An employee on pregnancy disability leave must use all accrued paid sick leave and may use any or all accrued vacation time at the beginning of any otherwise unpaid leave period.
2. The receipt of vacation pay, sick leave pay, or state disability insurance benefits, will not extend the length of pregnancy disability leave.
3. Vacation and sick pay accrued during any period of unpaid pregnancy disability leave only until the end of the month in which the unpaid leave began.

Health Benefits

The School shall provide continued health insurance coverage while an employee is on pregnancy disability leave consistent with applicable law. The continuation of health benefits is for a maximum of four (4) months in a twelve (12)-month period. The School can recover premiums that it already paid on behalf of an employee if both of the following conditions are met:

1. The employee fails to return from leave after the designated leave period expires.
2. The employee's failure to return from leave is for a reason other than the following:
 - The employee is taking leave under the California Family Rights Act.
 - There is a continuation, recurrence or onset of a health condition that entitles the employee to pregnancy disability leave.
 - There is a non-pregnancy related medical condition requiring further leave.
 - Any other circumstance beyond the control of the employee.

Seniority

An employee on pregnancy disability leave remains an employee of the School and a leave will not constitute a break in service. When an employee returns from pregnancy disability leave, she will return with the same seniority she had when the leave commenced.

Medical Certifications

1. An employee requesting a pregnancy disability leave must provide medical certification from her healthcare provider on a form supplied by the School. Failure to provide the required certification in a timely manner (within fifteen (15) days of the leave request) may result in a denial of the leave request until such certification is provided.
2. Recertifications are required if leave is sought after expiration of the time estimated by the healthcare provider. Failure to submit required recertifications can result in termination of the leave.

Requesting and Scheduling Pregnancy Disability Leave

1. An employee should request pregnancy disability leave by completing a Request for Leave form and submitting it to the Human Resources Office. An employee asking for a Request for Leave form will be referred to the School's then current pregnancy disability leave policy.
2. Employees should provide not less than thirty (30) days' notice or as soon as is practicable, if the need for the leave is foreseeable. Failure to provide such notice is grounds for denial of

the leave request, except if the need for pregnancy disability leave was an emergency and was otherwise unforeseeable.

3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.
4. Pregnancy disability leave may be taken intermittently or on a reduced leave schedule when medically advisable, as determined by the employee's healthcare provider.
5. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits that better accommodates recurring periods of leave than the employee's regular position.
6. The School will respond to a pregnancy disability leave request within ten (10) days of receiving the request. If a pregnancy disability leave request is granted, the School will notify the employee in writing and leave will be counted against the employee's pregnancy disability leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

Return to Work

1. Upon timely return at the expiration of the pregnancy disability leave period, an employee is entitled to the same position unless the employee would not otherwise have been employed in the same position at the time reinstatement is requested. If the employee is not reinstated to the same position, she must be reinstated to a comparable position unless one of the following is applicable:
 - a. The employer would not have offered a comparable position to the employee if she would have been continuously at work during the pregnancy disability leave.
 - b. There is no comparable position available, to which the employee is either qualified or entitled, on the employee's scheduled date of reinstatement or within sixty (60) calendar days thereafter. The School will take reasonable steps to provide notice to the employee if and when comparable positions become available during the sixty (60) day period. A "comparable" position is a position that involves the same or similar duties and responsibilities and is virtually identical to the employee's original position in terms of pay, benefits, and working conditions.
2. When a request for pregnancy disability leave is granted to an employee, the School will give the employee a written guarantee of reinstatement at the end of the leave (with the limitations explained above).
3. In accordance with the School policy, before an employee will be permitted to return from a pregnancy disability leave of three (5) days or more, the employee must obtain a certification from her healthcare provider that she is able to resume work.
4. If the employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.

Employment During Leave

No employee, including employees on pregnancy disability leave, may accept employment with any other employer without the School's written permission. An employee who accepts such employment without written permission will be deemed to have resigned from employment.

Industrial Injury Leave (Workers' Compensation)

The School, in accordance with State law, provides insurance coverage for employees in case of work-related injuries. The workers' compensation benefits provided to injured employees may include:

- Medical care;
- Cash benefits, tax-free to replace lost wages; and
- Vocational rehabilitation to help qualified injured employees return to suitable employment.

To ensure employees receive any worker's compensation benefits to which they may be entitled, employees will need to:

- Immediately report any work-related injury to the Human Resources Office;
- Seek medical treatment and follow-up care if required;
- Complete a written Employee's Claim Form (DWC Form 1) and return it to Human Resources; and
- Provide the School with a certification from a health care provider regarding the need for workers' compensation disability leave as well as the employee's eventual ability to return to work from the leave.

It is the School's policy that when there is a job-related injury, the first priority is to ensure that the injured employee receives appropriate medical attention. The School, with the help of its insurance carrier has selected medical centers to meet this need. Each medical center was selected for its ability to meet anticipated needs with high quality medical service and a location that is convenient to the School's operation.

- If an employee is injured on the job, he/she is to go or be taken to the approved medical center for treatment. If injuries are such that they require the use of emergency medical systems ("EMS") such as an ambulance, the choice by the EMS personnel for the most appropriate medical center or hospital for treatment will be recognized as an approved center.
- All accidents and injuries must be reported to the Managing Director of Human Resources or designee and to the individual responsible for reporting to the School's insurance carrier. Failure by an employee to report a work-related injury by the end of his/her shift could result in loss of insurance coverage for the employee. An employee may choose to be treated by his/her personal physician at his/her own expense, but he/she is still required to go to the School's approved medical center for evaluation. All job-related injuries must be reported to the appropriate State Workers' Compensation Bureau and the insurance carrier.
- When there is a job-related injury that results in lost time, the employee must have a medical release from the School's approved medical facility before returning to work.
- Any time there is a job-related injury, the School's policy requires drug/alcohol testing along with any medical treatment provided to the employee.

Military and Military Spousal Leave of Absence

The School shall grant a military leave of absence to any employee who must be absent from work due to service in the uniformed services in accordance with the Uniformed Services Employment and Re-Employment Rights Act of 1994 ("USERRA"). All employees requesting military leave must provide advance written notice of the need for such leave, unless prevented from doing so by military necessity or if providing notice would be impossible or unreasonable.

If military leave is for thirty (30) or fewer days, the School shall continue the employee's health benefits. For service of more than thirty (30) days, employees shall be permitted to continue their health benefits at their option through COBRA. Employees are entitled to use accrued vacation or paid time off as wage replacement during time served, provided such vacation/paid time off accrued prior to the leave.

Except for employees serving in the National Guard, the School will reinstate those employees returning from military leave to their same position or one of comparable seniority, status, and pay if they have a certificate of satisfactory completion of service and apply within ninety (90) days after release from active duty or within such extended period, if any, as required by law. For those employees serving in the National Guard, if he or she left a full-time position, the employee must apply for reemployment within forty (40) days of being released from active duty, and if he or she left part-time employment, the employee must apply for reemployment within five (5) days of being released from active duty.

An employee who was absent from work while fulfilling his or her covered service obligation under the USERRA or California law shall be credited, upon his or her return to the School, with the hours of service that would have been performed but for the period of absence from work due to or necessitated by USERRA-covered service. Exceptions to this policy will occur wherever necessary to comply with applicable laws.

The School shall grant up to ten (10) days of unpaid leave to employees who work more than twenty (20) hours per week and who are spouses of deployed military servicemen and servicewomen. The leave may be taken when the military spouse is on leave from deployment during a time of military conflict. To be eligible for leave, an employee must provide the School with (1) notice of intention to take military spousal leave within two (2) business days of receiving official notice that the employee's military spouse will be on leave from deployment, and (2) documentation certifying that the employee's military spouse will be on leave from deployment during the time that the employee requests leave.

Bereavement Leave

Salaried employees are entitled to a leave of up to five (5) days in a two week period, without loss of pay due to a death in the immediate family (parent, spouse, son/daughter, sister/brother, parents-in-law, son/daughter-in-law, grandparents, grandchild). Bereavement pay will not be used in computing overtime pay. Any scheduled days off (including weekends, holidays and vacations) falling during the absence will be counted as both bereavement leave and scheduled days off.

Jury Duty or Witness Leave

For all exempt employees, the School will pay for time off if an employee is called to serve on a jury provided the employee continues to perform work duties as assigned. For all employees, the School will pay for up to ten (10) days if an employee is called to serve on a jury. If jury duty service exceeds this allotment, employees may “make up” the hours at another time within one month of jury duty service ending.

Voting Time Off

If an employee does not have sufficient time outside of working hours to vote in an official state-sanctioned election, the employee may take off enough working time to vote. Such time off shall be taken at the beginning or the end of the regular working shift, whichever allows for more free time and the time taken off shall be combined with the voting time available outside of working hours to a maximum of two (2) hours combined. Under these circumstances, an employee will be allowed a maximum of two (2) hours of time off during an election day without loss of pay. When possible, an employee requesting time off to vote shall give the Supervisor at least two (2) days notice.

Any employee who serves as an election official is eligible for unpaid leave on Election Day for purposes of service. Employees should notify their supervisor of their their commitment to act as election official as far in advance as possible.

School Appearance and Activities Leave

As required by law, the School will permit an employee who is a parent or guardian (including a stepparent, foster parent, or grandparent) of school children, from kindergarten through grade twelve (12), or a child enrolled with a licensed child care provider, up to forty (40) hours of unpaid time off per child per school year (up to eight (8) hours in any calendar month of the school year) to participate in activities of a child’s school or child care. If more than one (1) parent or guardian is an employee of the School, the employee that first provides the leave request will be given the requested time off. Where necessary, additional time off will also be permitted where the school requires the employee(s) appearance.

The employee requesting school leave must provide reasonable advance notice of the planned absence. The employee must use accrued but unused paid leave (e.g., vacation or sick leave) to be paid during the absence.

When requesting time off for school activities, the employee must provide verification of participation in an activity as soon as practicable. When requesting time off for a required appearance, the employee(s) must provide a copy of the notice from the child’s school requesting the presence of the employee.

Bone Marrow and Organ Donor Leave

As required by law, eligible employees who require time off to donate bone marrow to another person may receive up to five (5) workdays off in a 12-month period. Eligible employees who require time off to donate an organ to another person may receive up to sixty (60) workdays off in a twelve (12) month period.

To be eligible for bone marrow or organ donation leave (“Donor Leave”), the employee must have been employed by the School for at least ninety (90) days immediately preceding the Donor Leave.

An employee requesting Donor Leave must provide written verification to the School that he or she is a donor and that there is a medical necessity for the donation of the organ or bone marrow.

Up to five (5) days of leave for bone marrow donation, and up to thirty (30) days of leave for organ donation may be paid provided the employee first uses five (5) days of accrued paid leave for bone marrow donation and two (2) weeks of accrued paid leave for organ donation. If the employee has an insufficient number of paid leave days available, the leave will otherwise be paid.

Employees returning from Donor Leave will be reinstated to the position held before the leave began, or to a position with equivalent status, benefits, pay and other terms and conditions of employment. The School may refuse to reinstate an employee if the reason is unrelated to taking a Donor Leave. A Donor Leave is not permitted to be taken concurrently with an FMLA/CFRA Leave.

Victims of Abuse Leave

The School provides reasonable and necessary unpaid leave and other reasonable accommodations to employees who are victims of domestic violence, sexual assault, or stalking. Such leave may be taken to attend legal proceedings or to obtain or attempt to obtain any relief necessary, including a restraining order, to ensure the employee’s own health, safety or welfare, or that of the employee’s child or children. Employees may also request unpaid leave for the following purposes:

- Seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
- Obtain services from a domestic violence shelter, program, or rape crisis center.
- Obtain psychological counseling for the domestic violence, sexual assault, or stalking.
- Participate in safety planning, such as relocation, to protect against future domestic violence, sexual assault, or stalking.

To request leave under this policy, an employee should provide the School with as much advance notice as practicable under the circumstances. If advance notice is not possible, the employee requesting leave under this policy should provide the School one (1) of the following certifications upon returning back to work:

1. A police report indicating that the employee was a victim of domestic violence, sexual assault, or stalking.
2. A court order protecting the employee from the perpetrator or other evidence from the court or prosecuting attorney that the employee appeared in court.
3. Documentation from a licensed medical professional, domestic violence or sexual assault counselor, licensed health care provider, or counselor showing that the employee’s absence

was due to treatment for injuries or abuse from domestic violence, sexual assault, or stalking.

Employees requesting leave under this policy may choose to use accrued paid leave. In addition, the School will provide reasonable accommodations to employees who are victims of domestic violence, sexual assault or stalking for the employees' safety while at work. To request an accommodation under this policy, an employee should contact the Human Resources office.

Time Off for Adult Literacy Programs

The School will reasonably accommodate and assist any employee who reveals a problem of illiteracy and requests employer assistance in enrolling in an adult literacy education program. Employees will be required to bear the cost associated with enrollment in an adult literacy education program, but the School will assist the employee by providing the locations of local literacy education programs.

The employee who wishes to reveal a problem of illiteracy and request assistance should contact Human Resources. All reasonable steps will be taken to safeguard the employee's privacy. Non-exempt employees may use accrued vacation pay if available, to make up for the work that is missed to attend literacy classes.

Volunteer Firefighter, Reserve Peace Officer, & Emergency Rescue Personnel

Nonexempt employees will be granted time off without pay to perform emergency duties as a volunteer firefighter, reserve peace officer, or emergency rescue personnel. Exempt employees who work any portion of a workweek in which they also perform emergency duties as volunteer firefighter, reserve peace officer, or emergency rescue personnel will receive their full salary for that workweek. Otherwise, exempt employees will be granted time off without pay. Employees may substitute vacation pay for any unpaid portion of leave to perform such emergency duties or training.

Returning From Leave of Absence

Employees cannot return from a medical leave of absence without first providing a sufficient doctor's return to work authorization.

When business considerations require, the job of an employee on leave may be filled by a temporary or regular replacement. An employee should give the Human Resources office thirty (30) days' notice before returning from leave. Whenever the School is notified of an employee's intent to return from a leave, the School will attempt to place the employee in his former position or in a comparable position with regard to salary and other terms and conditions for which the employee is qualified. However, re-employment cannot always be guaranteed. If employees need further information regarding Leaves of Absence, they should consult the Human Resources office.

Discipline and Termination of Employment

Rules of Conduct

The following conduct is prohibited and will not be tolerated by the School. This list of prohibited conduct is illustrative only and applies to all employees of the School; other types of conduct that threaten security, personal safety, employee welfare and the School's operations also may be prohibited. Further, the specification of this list of conduct in no way alters the at-will employment relationship as to at-will employees of the School. If an employee is working under a contract with the School which grants procedural rights prior to termination, the procedural terms in the contract shall apply.

1. Insubordination - refusing to perform a task or duty assigned or act in accordance with instructions provided by an employee's manager or proper authority.
2. Inefficiency - including deliberate restriction of output, carelessness or unnecessary wastes of time or material, neglect of job, duties or responsibilities.
3. Unauthorized soliciting, collecting of contributions, distribution of literature, written or printed matter is strictly prohibited on School property by non-employees and by employees. This rule does not cover periods of time when employees are off their jobs, such as lunch periods and break times. However, employees properly off their jobs are prohibited from such activity with other employees who are performing their work tasks.
4. Damaging, defacing, unauthorized removal, destruction or theft of another employee's property or of School property.
5. Fighting or instigating a fight on School premises.
6. Violations of the drug and alcohol policy.
7. Using or possessing firearms, weapons or explosives of any kind on School premises.
8. Gambling on School premises.
9. Tampering with or falsifying any report or record including, but not limited to, personnel, absentee, sickness or production reports or records, specifically including applications for employment and time cards.
10. Recording the clock card, when applicable, of another employee or permitting or arranging for another employee to record your clock card.
11. Use of profane, abusive or threatening language in conversations with other employees and/or intimidating or interfering with other employees.
12. Conducting personal business during business hours and/or unauthorized use of telephone lines for personal calls.
13. Excessive absenteeism or tardiness excused or unexcused.
14. Posting any notices on School premises without prior written approval of management, unless posting is on a School bulletin board designated for employee postings.
15. Immoral or indecent conduct.
16. Conviction of a criminal act.
17. Engaging in sabotage or espionage (industrial or otherwise)
18. Violations of the sexual harassment policy.
19. Failure to report a job-related accident to the employee's manager or failure to take or follow prescribed tests, procedures or treatment.
20. Sleeping during work hours.

21. Release of confidential information without authorization.
22. Any other conduct detrimental to other employees or the School's interests or its efficient operations.
23. Refusal to speak to supervisors or other employees.
24. Dishonesty.
25. Failure to possess or maintain the credential/certificate required of the position.

For employees who possess an employment contract which provides for other than at-will employment, the procedures and process for termination during the contract shall be specified in the contract.

Employees are expected to observe certain standards of job performance and good conduct. When performance or conduct does not meet School standards, the employee will be subject to discipline up to and including termination. The School generally follows a progressive discipline approach, beginning with a verbal reprimand and proceeding with more severe discipline if the matter is not corrected. However, the School is not obligated to follow a progressive discipline approach and may take more severe action, including termination. Contact the Human Resources Office for additional information and support.

Employees are expected to treat each other with respect and dignity; conduct themselves in a professional and courteous manner while on duty. The rules set forth below are intended to provide employees with notice of what is expected of them. Necessarily, however, such rules cannot identify every type of unacceptable conduct and performance. Therefore, employees should be aware that conduct not specifically listed below but which adversely affects or is otherwise detrimental to the interests of the School, other employees, students and/or parents, may also result in disciplinary action.

Off-Duty Conduct

While the School does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with the School legitimate business interests. For this reason, employees are expected to conduct their personal affairs in a manner that does not adversely affect the School or its own integrity, reputation, or credibility. Illegal or immoral off-duty conduct by an employee that adversely affects the School's legitimate business interests or the employee's ability to perform his or her work will not be tolerated.

While employed by the School, employees are expected to devote their energies to their jobs with the School. For this reason, second jobs are strongly discouraged. The following types of additional employment elsewhere are strictly prohibited:

- Additional employment that conflicts with an employee's work schedule, duties, and responsibilities at our School.
- Additional employment that creates a conflict of interest or is incompatible with the employee's position with our School.
- Additional employment that impairs or has a detrimental effect on the employee's work performance with our School.
- Additional employment that requires the employee to conduct work or related activities on the School's property during the employer's working hours or using our School's facilities and/or equipment; and

- Additional employment that directly or indirectly competes with the business or the interests of our School.

Employees who wish to engage in additional employment that may create a real or apparent conflict of interest must submit a written request to the School explaining the details of the additional employment. If the additional employment is authorized, the School assumes no responsibility for it. The School shall not provide workers' compensation coverage or any other benefit for injuries occurring from or arising out of additional employment. Authorization to engage in additional employment can be revoked at any time.

Release from At-Will Employment

Resignations

The School recognizes that varying circumstances may cause employees to voluntarily resign from employment. Because your employment with the School is on an "at-will" basis, you have a right to resign from the School at any time, with or without notice and with or without cause. In such cases, employees who intend to resign are encouraged to provide two (2) weeks' notice to their supervisor, preferably in writing, to facilitate a smooth transition from the School. The School reserves the right to determine the last day of employment as business needs warrant/dictate such action.

Retirement

Employees who wish to retire are asked to notify their supervisor/department. Preferably one (1) month before the desired retirement date, it is recommended that retiring employees contact the Human Resources Office.

Job Abandonment

Employees who fail to report to work without notifying their supervisor for three (3) consecutive days shall be considered to have abandoned their job without notice, effective at the end of their normal shift on the third day. Employees who separate from the School due to job abandonment are ineligible for rehire.

Termination

Because School employees are employed on an at-will basis, the School retains the right to terminate employees at any time, with or without notice and with or without cause.

Re-Employment Eligibility

Staff who are released from at-will employment may apply for available School positions. There is no guarantee that released staff will be recalled to former positions or rehired to other School positions. If former employees are rehired during the notice or salary continuation periods, any pay in lieu of notice or salary payouts will terminate on the rehire date. Former employees who are rehired within one year from their last day of work will retain their previous date of hire from their last position. Staff who return to work after a break in service exceeding one year will not be considered rehires and will be given a new date of hire and must fulfill applicable waiting periods for benefits eligibility.

Final Pay

Resignations

Employees who provide at least seventy-two (72) hours of notice before resigning will receive their final paychecks via direct deposit or via paper check on their last day of work. Employees who provide less than seventy-two (72) hours of notice will receive their final paycheck by mail to their mailing address on file or via direct deposit. For purposes of the seventy-two (72)-hour requirement, the mailing date is considered the payment date.

Terminations

Employees who are terminated involuntarily will receive their final paychecks in person or via direct deposit on their last day of work. Final paychecks will include all compensation earned through the date of termination, all accrued and unused vacation time, required taxes, and other mandatory deductions, according to state and federal guidelines.

Return of Company Property and Reimbursement

Employees who separate from the School must return all School property to their supervisor or Human Resources at the time of separation. School property may include, but is not limited to, company cell phones, company credit cards, keys, PCs, laptops, computer equipment, files, and identification cards. Reimbursements are also due upon separation from the School. To resolve outstanding balances, please contact the Finance Team at mwapayable@mwacademy.org. If MWA property is not returned or reimbursements not reconciled, additional action may be taken by the School to retrieve property or to collect monies owed.

Exit Interviews

Employees will generally participate in an exit interview with Human Resources to review eligibility for benefit conversion, to ensure that all necessary forms are completed, for Human Resources to collect any the School-furnished property (such as uniforms, tools, equipment, software, laptops, cell phones, I.D. cards, keys, badges, credit cards, documents, and handbooks) that may be in the employee's possession, to review the employee's obligations regarding confidential information and to provide the employee with the opportunity to make any constructive comments and suggestions on improving the working environment at the School.

A Human Resources representative will contact the employee in writing, inviting him/her to attend an exit interview at a mutually convenient time. The exit interview should take place as soon as possible after the confirmed leaving date has been received by Human Resources.

The employee will be asked a standard set of questions and given a chance to discuss any concerns of information they feel would be beneficial for the School to know about their employment experience at the School.

All departing employees will be encouraged to be honest, candid, and constructive in their responses.

Continuing Health Coverage

The School offers full-time employees health insurance coverage as a benefit of employment. If employees are no longer eligible for coverage because they are no longer employed by the School, they may have the right to continue their health insurance coverage for up to thirty-six (36) months through COBRA. Employees will be responsible for paying the cost of the coverage. For questions about continued coverage, please contact humanresources@mwacademy.org.

Internal Complaint Review

The purpose of the “Internal Complaint Review Policy” is to afford all employees of the School the opportunity to seek internal resolution of their work-related concerns. All employees have free access to the CEO or Board of Directors to express their work-related concerns.

Specific complaints of unlawful harassment, discrimination, and retaliation are addressed under the School’s “Policy for Prohibiting Unlawful Harassment, Discrimination, and Retaliation.”

Internal Complaints

(Complaints by Employees Against Employees)

This section of the policy is for use when a School employee raises a complaint or concern about a coworker.

If reasonably possible, internal complaints should be resolved at the lowest possible level, including attempts to discuss/resolve concerns with the immediate supervisor. However, in the event an informal resolution may not be achieved or is not appropriate, the following steps will be followed by the Managing Director of Human Resources or designee or designee:

1. The complainant will bring the matter to the attention of the Managing Director of Human Resources or designee as soon as possible after attempts to resolve the complaint with the immediate supervisor have failed or if not appropriate; and
2. The complainant will reduce his or her complaint to writing, indicating all known and relevant facts. The Managing Director of Human Resources or designee or designee will then investigate the facts and provide a solution or explanation;
3. If the complaint is about the CEO, the complainant may file his or her complaint in a signed writing to the President of the School’s Board of Directors, who will then confer with the Board and may conduct a fact-finding or authorize a third party investigator on behalf of the Board. The Board President or investigator will report his or her findings to the Board for review and action, if necessary.

This policy cannot guarantee that every problem will be resolved to the employee’s satisfaction. However, the School values each employee’s ability to express concerns and the need for resolution without fear of adverse consequence to employment.

External Complaints

(Complaints by Third Parties Against Employees)

This section of the policy is for use when a non-employee raises a complaint or concern about a School employee.

If complaints cannot be resolved informally, complainants may file a written complaint with the office of the CEO or Board President as soon as possible after the events that give rise to the complainant's concerns. The written complaint should set forth in detail the factual basis for the complaint. In processing the complaint, CEO (or designee) shall abide by the following process:

1. The CEO or designee shall use his or her best efforts to talk with the parties identified in the complaint and to ascertain the facts relating to the complaint.
2. In the event that the CEO (or designee) finds that a complaint against an employee is valid, the CEO (or designee) may take appropriate disciplinary action against the employee. As appropriate, the CEO (or designee) may also simply counsel/reprimand employees as to their conduct without initiating formal disciplinary measures.
3. The CEO's (or designee's) decision relating to the complaint shall be final unless it is appealed to the Board of Directors. The decision of the Board shall be final.

General Requirements

1. Confidentiality: All complainants will be notified that information obtained from the complainants and thereafter gathered will be maintained in a manner as confidential as possible, but in some circumstances absolute confidentiality cannot be assured.
2. Non-Retaliation: All complainants will be advised that they will be protected against retaliation as a result of the filing of any complaints or participation in any complaint process.
3. Resolution: The Board (if a complaint is about the CEO) or the CEO or designee will investigate complaints appropriately under the circumstances and pursuant to the applicable procedures, and if necessary, take appropriate remedial measures to ensure effective resolution of any complaint.

Amendments to Employee Handbook

This Employee Handbook contains the employment policies and practices of the School in effect at the time of publication.

The School reserves the right to amend, delete or otherwise modify this Handbook at any time provided that such modifications are in writing and duly approved by the employer.

Any written changes to the Handbook will be distributed to all employees. No oral statements can in any way alter the provisions of this Handbook.

APPENDIX A

HARASSMENT/DISCRIMINATION/RETALIATION COMPLAINT FORM

It is the policy of the School that all of its employees be free from harassment, discrimination, and retaliation. This form is provided for you to report what you believe to be harassment, discrimination, or retaliation so that the School may investigate and take appropriate disciplinary or other action when the facts show that there has been harassment, discrimination, or retaliation.

If you are an employee of the School, you may file this form with the CEO or Board President.

Please review the School's policies concerning harassment, discrimination, and retaliation for a definition of such unlawful conduct and a description of the types of conduct that are considered unlawful.

The School will undertake every effort to handle the investigation of your complaint in a confidential manner. In that regard, the School will disclose the contents of your complaint only to those persons having a need to know. For example, to conduct its investigation, the School will need to disclose portions of your factual allegations to potential witnesses, including anyone you have identified as having knowledge of the facts on which you are basing your complaint, as well as the alleged offender.

In signing this form below, you authorize the School to disclose to others the information you have provided herein, and information you may provide in the future. Please note that the more detailed information you provide, the more likely it is that the School will be able to address your complaint to your satisfaction.

Charges of harassment, discrimination, and retaliation are taken very seriously by the School both because of the harm caused by such unlawful conduct, and because of the potential sanctions that may be taken against the offender. It is therefore very important that you report the facts as accurately and completely as possible and that you cooperate fully with the person or persons designated to investigate your complaint.

Your Name: _____

Date: _____

Date of Alleged Incident(s): _____

Name of Person(s) you believe harassed, or discriminated or retaliated against, you or someone else:

List any witnesses that were present:

Where did the incident(s) occur?

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e. specific statements; what, if any, physical contact was involved; any verbal statements; what did you do to avoid the situation, etc.) (Attach additional pages, if needed):

I acknowledge that I have read and that I understand the above statements. I hereby authorize the School to disclose the information I have provided as it finds necessary in pursuing its investigation.

I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief.

Signature of Complainant: _____ Date: _____

Printed Name of Complainant: _____

----- **To be Completed by Human Resources Only** -----

Received by: _____ / _____ Date: _____

Printed Name/Signature

APPENDIX B

INTERNAL COMPLAINT FORM

Your Name: _____

Date: _____

Date of Alleged Incident(s): _____

Name of Person(s) you have are filing a complaint against:

List any witnesses that were present:

Where did the incident(s) occur?

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e. specific statements; what, if any, physical contact was involved; any verbal statements; what did you do to avoid the situation, etc.) (Attach additional pages, if needed):

I hereby authorize the School to disclose the information I have provided as it finds necessary in pursuing its investigation. I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief. I further understand providing false information in this regard could result in disciplinary action up to and including termination.

Signature of Complainant: _____ Date: _____

Printed Name of Complainant: _____

----- **To be Completed by School Official Only** -----

Received by: _____ / _____ Date: _____
Printed Name/Signature

Coversheet

Revision to Board Policy 5

Section: IV. Action Items
Item: H. Revision to Board Policy 5
Purpose: Vote
Submitted by: Elizabeth Martinez
Related Material: Board Policy 5 - School Board Meetings - Brown Act Compliance.docx

BACKGROUND:

During a routine review, a reference to Sole Statutory Member (SSM) was discovered. The policy was updated to remove the reference to the SSM.

RECOMMENDATION:

I recommend the board approves the revision to Board Policy 5.

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.

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 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.

Coversheet

Instructional Minutes 2020-2021

Section: IV. Action Items
Item: I. Instructional Minutes 2020-2021
Purpose: Vote
Submitted by: Cedrice Bennett
Related Material: Instructional Minutes_20.21 SY_CB.docx

BACKGROUND:

This is the Instructional Minutes proposal for the 2020-21 school year.

RECOMMENDATION:

Review and approve the Instructional Minutes proposal for the 2020-21 school year.

**Making Waves Academy
Instructional Minutes School
Year 2020-21**

Summary

	A	B	C	D
1	Description	Required	MWA	Excess (Under)
2	Number of school days	175	180	5
3				
4	Annual instructional minutes grades 5-8	54,000	65,420	11,420
5				
6	Annual instructional minutes grades 9-12	64,800	65,420	620

Coversheet

Bell Schedules (2020-2021)

Section: IV. Action Items
Item: J. Bell Schedules (2020-2021)
Purpose: Vote
Submitted by: Cedrice Bennett
Related Material: Proposed Full Block Bell Schedule for AY 2020-21 4.19.20_PM.CS.docx

BACKGROUND:

This is the Full Block Bell Schedule proposal for SY 2020-21

RECOMMENDATION:

Review and approve the Bell Schedule proposal for SY 2020-21.



Grades 7-12 Bell Schedule for AY 2020-21

65,420 Instructional Minutes (Req: 64,800)

A			
Time Start	Time End	Minutes	Period
7:30	8:20	50	Period 0
8:30	9:00	30	Adv/HR
9:05	10:35	90	Period 1
10:35	10:45	10	Break
10:50	12:20	90	Period 2
12:20	12:55	35	Lunch
1:00	2:30	90	Period 3
2:35	3:35	60	MH A/DTI

B			
Time Start	Time End	Minutes	Period
7:30	8:20	50	Period 0
8:30	9:00	30	Adv/HR
9:05	10:35	90	Period 4
10:35	10:45	10	Break
10:50	12:20	90	Period 5
12:20	12:55	35	Lunch
1:00	2:30	90	Period 6
2:35	3:35	60	MH B/DTI

Friday			
Time Start	Time End	Minutes	Period
7:30	8:20	50	Period 0
8:30	9:20	50	Period 1
9:25	10:15	50	Period 2
10:20	11:10	50	Period 3
11:15	12:05	50	Period 4
12:05	12:40	35	Lunch
12:45	1:35	50	Period 5
1:40	2:30	50	Period 6

Friday Community Building			
Time Start	Time End	Minutes	Period
7:30	8:20	50	Period 0
8:30	9:10	40	Period 1
9:15	9:55	40	Period 2
10:00	10:40	40	Period 3
10:45	11:25	40	Period 4
11:30	12:10	40	Period 5
12:10	12:45	35	Lunch
12:50	1:30	40	Period 6
1:35	2:30	55	Community Building



Grades 5-6 Bell Schedule for AY 2020-21

A			
Time Start	Time End	Minutes	Period
7:30	8:20	50	Period 0
8:30	9:00	30	Homeroom
9:05	10:35	90	Period 1
10:40	11:40	60	DTI
11:40	12:15	35	Lunch
12:20	1:50	90	Period 2
1:50	2:00	10	Break
2:05	3:35	90	Period 3

B			
Time Start	Time End	Minutes	Period
7:30	8:20	50	Period 0
8:30	9:00	30	Homeroom
9:05	10:35	90	Period 4
10:40	11:40	60	DTI
11:40	12:15	35	Lunch
12:20	1:50	90	Period 5
1:50	2:00	10	Break
2:05	3:35	90	Period 6

Friday			
Time Start	Time End	Minutes	Period
7:30	8:20	50	Period 0
8:30	9:20	50	Period 1
9:25	10:15	50	Period 2
10:20	11:10	50	Period 3
11:10	11:45	35	Lunch
11:50	12:40	50	Period 4
12:45	1:35	50	Period 5
1:40	2:30	50	Period 6

Friday Community Building			
Time Start	Time End	Minutes	Period
7:30	8:20	50	Period 0
8:30	9:10	40	Period 1
9:15	9:55	40	Period 2
10:00	10:40	40	Period 3
10:45	11:25	40	Period 4
11:25	12:00	35	Lunch
12:05	12:45	40	Period 5
12:50	1:30	40	Period 6
1:35	2:30	55	Community Building

Coversheet

Academic Calendar 2020-2021

Section: IV. Action Items
Item: K. Academic Calendar 2020-2021
Purpose: Vote
Submitted by: Cedrice Bennett
Related Material: MWA_2020-2021 Master Calendar_Final.pdf

BACKGROUND:

This is the a proposal for the 2020-21 SY Academic Calendar.

RECOMMENDATION:


Review and approve the Academic Calendar for the 2020-21 SY.


August 2020

Mon	Tue	Wed	Thu	Fri	Sat	Sun
27	28	29	30	31	1	2
3	4	5	6	7	8	9
		<p>■ August PD</p> <p>■ AIS 3:00 PM to 4:30 PM</p>	<p>■ August PD</p>	<p>■ August PD</p>		
10	11	12	13	14	15	16
<p>■ Fall Sports Begin</p> <p>■ August PD</p>	<p>■ August PD</p>	<p>■ August PD</p>	<p>■ Marlin Day</p> <p>■ August PD</p>	<p>■ August PD</p>		
17	18	19	20	21	22	23
<p>■ First Day for 5th and 9th Grade</p>	<p>■ First Day of School</p> <p>■ First Day of School Assembly MS Gym</p>					
24	25	26	27	28	29	30
<p>■ STAR Reading and iXL Math Diagnostic ELA & Math Classrooms</p>	<p>■ Coffee Talks/Chat & Chew</p> <p>■ STAR Reading and iXL Math Diagnostic ELA & Math Classrooms</p>	<p>■ STAR Reading and iXL Math Diagnostic ELA & Math Classrooms</p>	<p>■ STAR Reading and iXL Math Diagnostic ELA & Math Classrooms</p>	<p>■ STAR Reading and iXL Math Diagnostic ELA & Math Classrooms</p>		
31	1	2	3	4	5	6
<p>■ Club Review Period - September</p>	<p>■ ELAC</p> <p>■ Club Review Period - September</p>	<p>■ Adventure Day offsite</p> <p>■ Club Review Period - September</p>	<p>■ Club Review Period - September</p> <p>■ CAP Orientation 6:00 PM to 8:00 PM Upper School</p>	<p>■ Club Review Period - September</p>		

Making Waves Academy - May MWA Board Meeting - Agenda - Thursday May 21, 2020 at 4:30 PM
6:30 PM to
8:00 PM
US Library

School Site

 Faculty & Staff

 Parents

September 2020


Mon	Tue	Wed	Thu	Fri	Sat	Sun
31 ■ Club Review Period - September	1 ■ ELAC ■ Club Review Period - September	2 ■ Adventure Day offsite ■ Club Review Period - September	3 ■ Club Review Period - September ■ CAP Orientation 6:00 PM to 8:00 PM Upper School Commons ■ School Site Council 6:30 PM to 8:00 PM US Library	4 ■ Club Review Period - September	5	6
7 ■ Labor Day	8 ■ Announced Fire Drill	9 ■ Activities Fair Outside Quad	10 ■ Board Meeting 10:30 AM to 2:00 PM	11	12 ■ US Back to School Day 8:30 AM to 10:00 AM ■ MS Back to School Day 10:00 AM to 11:30 AM	13
14	15	16 ■ CAP Portal Training 4:00 PM to 5:00 PM Commons	17 ■ MWF Board Meeting 10:30 AM to 2:00 PM	18 ■ ASM (Hispanic Heritage Month Assembly) Gym	19	20
21	22	23 ■ Lockdown Drill	24	25 ■ September Pep Rally MS Gym	26	27
28	29 ■ Coffee Talks/Chat & Chew	30 ■ Study Trip: 9th Grade College Tour 9:00 AM to 2:00 PM Offsite ■ CAP FSA ID Workshop,	1 ■ Lottery Application Opens (pending Enroll WCC confirmation)	2 ■ ASM - October MS Gym	3 ■ Mock SAT Exam 1 8:00 AM to 1:00 PM College and Career Center ■ Saturday Academy	4


Office
Financial
Aid 101
4:00 PM to
5:00 PM
Upper School
Commons

(MS and US)
8:30 AM to
12:20 PM
MS and US
Classrooms

US Parent Meeting
8:30 AM to
10:00 AM
Upper School
Commons

MS Parent Meeting
10:00 AM to
11:30 AM
US student
commons

 Faculty & Staff

 Parents

October 2020

Mon	Tue	Wed	Thu	Fri	Sat	Sun
28	29	30	1	2	3	4
	<p>☐ Coffee Talks/Chat & Chew</p>	<p>■ Study Trip: 9th Grade College Tour 9:00 AM to 2:00 PM Offsite</p> <p>■ CAP FSA ID Workshop, Office Hours, Financial Aid 101 4:00 PM to 5:00 PM Upper School Commons</p>	<p>■ Lottery Application Opens (pending Enroll WCC confirmation)</p>	<p>■ ASM - October MS Gym</p>	<p>■ Mock SAT Exam 1 8:00 AM to 1:00 PM College and Career Center</p> <p>■ Saturday Academy (MS and US) 8:30 AM to 12:20 PM MS and US Classrooms</p> <p>☐ US Parent Meeting 8:30 AM to 10:00 AM Upper School Commons</p> <p>■ MS Parent Meeting 10:00 AM to 11:30 AM US student commons</p>	
5	6	7	8	9	10	11
<p>☐ CAP FSA ID Workshop Makeup 6:00 PM to 7:00 PM CAP Office</p>	<p>☐ ELAC</p> <p>■ ACT Exam (Official) 8:00 AM to 1:00 PM Making Waves Academy</p>	<p>■ MS Study Trip</p>	<p>■ School Site Council 6:30 PM to 8:00 PM US Library</p>	<p>■ Cal Shakes - 11th Grade Study Trip offsite</p>		
12	13	14	15	16	17	18
<p>☐ Indigenous People's Day</p>		<p>■ PSAT, Grade 8 8:00 AM to 1:00 PM Making Waves Academy</p> <p>■ PSAT, Grades 9-11 8:00 AM to 1:00 PM Making Waves Academy</p>	<p>☐ Q1 END</p> <p>■ Earthquake Drill 10:15 AM</p>	<p>■ Senior Portraits US Library</p> <p>☐ Staff PD Day</p>		

■ **SAT (Official)**
8:00 AM to 1:00 PM
Offsite

■ **CAP FAFSA Workshop**
6:00 PM to 8:00 PM
Upper School Commons

19	20	21	22	23	24	25
<p>■ Q2 START</p> <p>■ CAP FAFSA Workshop 6:00 PM to 8:00 PM Upper School Commons</p>	<p>■ Grades Due</p>	<p>■ Evacuation Drill</p>	<p>■ Board Meeting 10:30 AM to 2:00 PM</p>			
26	27	28	29	30	31	1
<p>■ Fall Spirit Week</p>	<p>■ Coffee Talks/Chat & Chew</p> <p>■ Fall Spirit Week</p>	<p>■ 1pm Dismissal</p> <p>■ Fall Spirit Week</p> <p>■ Advisor Family Conferences 1:00 PM to 4:30 PM</p> <p>■ CAP Scholarship Workshop, Office Hours, EFC Open Forum 4:00 PM to 5:00 PM College and Career Center</p>	<p>■ 1pm Dismissal</p> <p>■ Curriculum Review Advisory Committee (Tentative)</p> <p>■ Family Mailing</p> <p>■ Fall Spirit Week</p> <p>■ Advisor Family Conferences 1:00 PM to 4:30 PM</p>	<p>■ 1pm Dismissal</p> <p>■ Fall Dance TBD</p> <p>■ Fall Spirit Week</p> <p>■ Advisor Family Conferences 1:00 PM to 4:30 PM</p> <p>■ Pep Rally 1:00 PM to 2:00 PM Gym</p>		

■ Faculty & Staff ■ Parents

November 2020

Mon	Tue	Wed	Thu	Fri	Sat	Sun
2	3	4	5	6	7	8
<ul style="list-style-type: none"> ■ MS Interim Assessment: ANet 1 Classrooms ■ US Interim Assessment: IAB ELA & Math Classrooms ■ Winter Sports Begin 	<ul style="list-style-type: none"> ■ ELAC ■ MS Interim Assessment: ANet 1 Classrooms ■ US Interim Assessment: IAB ELA & Math Classrooms 	<ul style="list-style-type: none"> ■ MS Interim Assessment: ANet 1 Classrooms ■ US Interim Assessment: IAB ELA & Math Classrooms 	<ul style="list-style-type: none"> ■ MS Interim Assessment: ANet 1 Classrooms ■ US Interim Assessment: IAB ELA & Math Classrooms ■ School Site Council 6:30 PM to 8:00 PM US Library 	<ul style="list-style-type: none"> ■ ASM - November MS Gym ■ MS Interim Assessment: ANet 1 Classrooms ■ Q1 Intervention Exit Ceremony ■ US Interim Assessment: IAB ELA & Math Classrooms 	<ul style="list-style-type: none"> ■ SAT Subject Tests (Official) 8:00 AM to 1:00 PM Offsite ■ Saturday Academy (MS and US) 8:30 AM to 12:20 PM MS and US Classrooms ■ US Parent Meeting 8:30 AM to 10:00 AM US student commons ■ MS Parent Meeting 10:00 AM to 11:30 AM US student commons 	
9	10	11	12	13	14	15
	<ul style="list-style-type: none"> ■ CAP CSS Profile Workshop 6:00 PM to 8:00 PM Upper School Commons 	<ul style="list-style-type: none"> ■ Veteran's Day 		<ul style="list-style-type: none"> ■ Sacramento 12th Grade Study Trip offsite 		
16	17	18	19	20	21	22
<ul style="list-style-type: none"> ■ My Very Own Library 8:30 AM to 3:00 PM Media Center ■ CAP CSS Profile Workshop Make-up 6:00 PM to 7:00 PM CAP Office 	<ul style="list-style-type: none"> ■ Coffee Talks/Chat & Chew ■ My Very Own Library 8:30 AM to 3:00 PM Media Center 	<ul style="list-style-type: none"> ■ AP/CTE Showcase ■ My Very Own Library 8:30 AM to 3:00 PM Media Center 	<ul style="list-style-type: none"> ■ AP/CTE Showcase ■ My Very Own Library 8:30 AM to 3:00 PM Media Center 	<ul style="list-style-type: none"> ■ My Very Own Library 8:30 AM to 3:00 PM Media Center 		

23	24	25	26	27	28	29
■ Thanksgiving Recess	■ Thanksgiving Recess	■ Thanksgiving Recess	■ Thanksgiving Day	■ Thanksgiving Recess		
30	1	2	3	4	5	6
<ul style="list-style-type: none"> ■ Club Review Period - December ■ UC/CSU Application Deadline 	<ul style="list-style-type: none"> ■ ELAC ■ Club Review Period - December 	<ul style="list-style-type: none"> ■ Club Review Period - December 	<ul style="list-style-type: none"> ■ Club Review Period - December ■ School Site Council 6:30 PM to 8:00 PM US Library 	<ul style="list-style-type: none"> ■ Club Review Period - December 	<ul style="list-style-type: none"> ■ Mock SAT Exam 2 8:00 AM to 1:00 PM College and Career Center ■ Saturday Academy (MS and US) 8:30 AM to 12:20 PM MS and US Classrooms ■ US Parent Meeting 8:30 AM to 10:00 AM Upper School Commons ■ MS Parent Meeting 10:00 AM to 11:30 AM US student commons 	

■ Faculty & Staff ■ Parents

December 2020

Mon	Tue	Wed	Thu	Fri	Sat	Sun
30	1	2	3	4	5	6
<ul style="list-style-type: none"> ■ Club Review Period - December ■ UC/CSU Application Deadline 	<ul style="list-style-type: none"> ■ ELAC ■ Club Review Period - December 	<ul style="list-style-type: none"> ■ Club Review Period - December 	<ul style="list-style-type: none"> ■ Club Review Period - December ■ School Site Council 6:30 PM to 8:00 PM US Library 	<ul style="list-style-type: none"> ■ Club Review Period - December 	<ul style="list-style-type: none"> ■ Mock SAT Exam 2 8:00 AM to 1:00 PM College and Career Center ■ Saturday Academy (MS and US) 8:30 AM to 12:20 PM MS and US Classrooms ■ US Parent Meeting 8:30 AM to 10:00 AM Upper School Commons ■ MS Parent Meeting 10:00 AM to 11:30 AM US student commons 	
7	8	9	10	11	12	13
			<ul style="list-style-type: none"> ■ Dead Week S1 ■ Board Meeting 10:30 AM to 2:00 PM 	<ul style="list-style-type: none"> ■ Day of Lights Assembly MS Gym ■ Dead Week S1 		
14	15	16	17	18	19	20
<ul style="list-style-type: none"> ■ Dead Week S1 	<ul style="list-style-type: none"> ■ Coffee Talks/Chat & Chew ■ S1 FINALS 	<ul style="list-style-type: none"> ■ S1 FINALS 	<ul style="list-style-type: none"> ■ Q2/S1 END ■ S1 FINALS 	<ul style="list-style-type: none"> ■ Staff PD Day 		
21	22	23	24	25	26	27
<ul style="list-style-type: none"> ■ Winter Recess 	<ul style="list-style-type: none"> ■ Winter Recess 	<ul style="list-style-type: none"> ■ Winter Recess 	<ul style="list-style-type: none"> ■ Winter Recess 	<ul style="list-style-type: none"> ■ Winter Recess 		

28

■ Winter Recess

29

■ Winter Recess

30

Making Waves Academy - May MWA Board Meeting - Agenda - Thursday May 21, 2020 at 4:30 PM

■ winter Recess

31

■ winter Recess

1

■ winter Recess

2

3

■ Faculty & Staff

■ Parents

January 2021

Mon	Tue	Wed	Thu	Fri	Sat	Sun
28 ■ Winter Recess	29 ■ Winter Recess	30 ■ Winter Recess	31 ■ Winter Recess	1 ■ Winter Recess	2	3
4 ■ Club Review Period - January ■ Q3 Start	5 ■ ELAC ■ Grades Due ■ Club Review Period - January	6 ■ Club Review Period - January	7 ■ Club Review Period - January	8 ■ Marlin Hour Showcase ■ Club Review Period - January	9 ■ Saturday Academy (MS and US) 8:30 AM to 12:20 PM MS and US Classrooms ■ US Parent Meeting CLONE 8:30 AM to 10:00 AM US student commons ■ MS Parent Meeting 10:00 AM to 11:30 AM US student commons	10
11	12	13	14 ■ Family Mailing ■ SMASH 9th Grade Assembly Making Waves Academy ■ School Site Council 6:30 PM to 8:00 PM US Library	15 ■ ASM - January MS Gym ■ Q2 Intervention Exit Ceremony Gym	16	17
18 ■ Martin Luther King Day	19 ■ MS Interim Assessment: ANet 2 Classrooms ■ US Interim Assessment: IAB ELA & Math Classrooms	20 ■ MS Interim Assessment: ANet 2 Classrooms ■ US Interim Assessment: IAB ELA & Math Classrooms	21 ■ MS Interim Assessment: ANet 2 Classrooms ■ US Interim Assessment: IAB ELA & Math Classrooms	22 ■ MS Interim Assessment: ANet 2 Classrooms ■ US Interim Assessment: IAB ELA & Math Classrooms	23	24

				<p>Career Day 8:00 AM to 2:00 PM Making Waves Academy</p>	
25	26	27	28	29	30
<p>STAR Reading and iXL Math Benchmark ELA & Math Classrooms</p>	<p>Coffee Talks/Chat & Chew</p> <p>STAR Reading and iXL Math Benchmark ELA & Math Classrooms</p>	<p>STAR Reading and iXL Math Benchmark ELA & Math Classrooms</p>	<p>STAR Reading and iXL Math Benchmark ELA & Math Classrooms</p>	<p>STAR Reading and iXL Math Benchmark ELA & Math Classrooms</p>	
1	2	3	4	5	6
	<p>ELAC</p>		<p>Board Meeting 10:30 AM to 2:00 PM</p>	<p>ASM - February MS Gym</p>	<p>Mock ACT Exam 8:00 AM to 1:00 PM College and Career Center</p> <p>Saturday Academy (MS and US) 8:30 AM to 12:20 PM MS and US Classrooms</p> <p>US Parent Meeting 8:30 AM to 10:00 AM US student commons</p> <p>MS Parent Meeting 10:00 AM to 11:30 AM US student commons</p>

Faculty & Staff

Parents

February 2021

Mon	Tue	Wed	Thu	Fri	Sat	Sun
1	2	3	4	5	6	7
	<ul style="list-style-type: none"> ELAC 		<ul style="list-style-type: none"> Board Meeting 10:30 AM to 2:00 PM 	<ul style="list-style-type: none"> ASM - February MS Gym 	<ul style="list-style-type: none"> Mock ACT Exam 8:00 AM to 1:00 PM College and Career Center Saturday Academy (MS and US) 8:30 AM to 12:20 PM MS and US Classrooms US Parent Meeting 8:30 AM to 10:00 AM US student commons MS Parent Meeting 10:00 AM to 11:30 AM US student commons 	
8	9	10	11	12	13	14
<ul style="list-style-type: none"> Spring Sports Begin 	<ul style="list-style-type: none"> MS Study Trip 	<ul style="list-style-type: none"> Study Trip: 10th Grade College Tour 9:00 AM to 2:00 PM Offsite CAP Decoding Financial Aid Award / Making the College Decision 6:00 PM to 7:00 PM Upper School Commons 	<ul style="list-style-type: none"> School Site Council 6:30 PM to 8:00 PM US Library 	<ul style="list-style-type: none"> My Very Own Library Book Prom 5:00 PM to 7:00 PM MS Student Commons 	<ul style="list-style-type: none"> Application Closes (pending Enroll WCC confirmation) 	
15	16	17	18	19	20	21
<ul style="list-style-type: none"> Presidents' Day 	<ul style="list-style-type: none"> February Recess College Tour: Day 1 12:00 AM to 11:59 PM 	<ul style="list-style-type: none"> College Tour: Day 2 12:00 AM to 11:59 PM February Recess 12:00 AM 	<ul style="list-style-type: none"> College Tour: Day 3 12:00 AM to 11:59 PM February Recess 12:00 AM 	<ul style="list-style-type: none"> College Tour: Day 4 12:00 AM to 11:59 PM February Recess 12:00 AM 		

22

☐ Coffee Talks/Chat & Chew

23

☐ 1pm Dismissal
 ■ Study Trip: Community College Tour
 8:00 AM to 3:00 PM
 Offsite
 ☐ Advisory Family Conferences
 1:00 PM to 4:30 AM

24

☐ 1pm Dismissal 12:00 AM
 ■ Study Trip: Community College Tour
 8:00 AM to 3:00 PM
 Offsite
 ☐ Advisory Family Conferences
 1:00 PM to 4:30 AM

25

■ Black History Month Assembly
 MS Gym
 ☐ 1pm Dismissal 12:00 AM
 ☐ Advisory Family Conferences
 1:00 PM to 4:30 AM

27

28

1

☐ ELAC
 ■ Spring Spirit Week
 ■ Physical Fitness Test Window Opens

2

■ Spring Spirit Week
 ■ Physical Fitness Test Window Opens

3

■ 100 Days to Graduation
 ■ Lottery (pending enroll WCC confirmation)
 ■ Spring Spirit Week
 ■ Physical Fitness Test Window Opens
 ■ School Site Council
 6:30 PM to 8:00 PM
 US Library

4

■ Spring Spirit Week
 ■ Winter/Spring Dance
 Theater
 ■ Physical Fitness Test Window Opens
 ☐ Nightmare on Puberty Street
 7:30 AM to 2:00 PM
 ☐ Pep Rally
 1:00 PM to 2:00 PM
 MS Gym

5

■ Mock SAT Exam 3
 8:00 AM to 1:00 PM
 College and Career Center
 ■ Saturday Academy (MS and US)
 8:30 AM to 12:20 PM
 MS and US Classrooms
 ■ US Parent Meeting
 8:30 AM to 10:00 AM
 US student commons
 ■ MS Parent Meeting
 10:00 AM to 11:30 AM
 US student commons

6

7


■ Faculty & Staff


☐ Parents

March 2021

Mon	Tue	Wed	Thu	Fri	Sat	Sun
1	2	3	4	5	6	7
<ul style="list-style-type: none"> ■ Physical Fitness Test Window Opens ■ Spring Spirit Week 	<ul style="list-style-type: none"> ■ ELAC ■ Spring Spirit Week ■ Physical Fitness Test Window Opens 	<ul style="list-style-type: none"> ■ Spring Spirit Week ■ Physical Fitness Test Window Opens 	<ul style="list-style-type: none"> ■ 100 Days to Graduation ■ Lottery (pending Enroll WCC confirmation) ■ Spring Spirit Week ■ Physical Fitness Test Window Opens ■ School Site Council 6:30 PM to 8:00 PM US Library 	<ul style="list-style-type: none"> ■ Spring Spirit Week ■ Winter/Spring Dance Theater ■ Physical Fitness Test Window Opens ■ Nightmare on Puberty Street 7:30 AM to 2:00 PM ■ Pep Rally 1:00 PM to 2:00 PM MS Gym 	<ul style="list-style-type: none"> ■ Mock SAT Exam 3 8:00 AM to 1:00 PM College and Career Center ■ Saturday Academy (MS and US) 8:30 AM to 12:20 PM MS and US Classrooms ■ US Parent Meeting 8:30 AM to 10:00 AM US student commons ■ MS Parent Meeting 10:00 AM to 11:30 AM US student commons 	
8	9	10	11	12	13	14
<ul style="list-style-type: none"> ■ ELPAC State Assessment 	<ul style="list-style-type: none"> ■ ELPAC State Assessment 	<ul style="list-style-type: none"> ■ ELPAC State Assessment ■ Study Trip: 11th Grade College Tour 9:00 AM to 2:00 PM 	<ul style="list-style-type: none"> ■ ELPAC State Assessment 	<ul style="list-style-type: none"> ■ ASM - March MS Gym ■ ELPAC State Assessment 	<ul style="list-style-type: none"> ■ ELPAC State Assessment 	
15	16	17	18	19	20	21
<ul style="list-style-type: none"> ■ ELPAC State Assessment Select Classrooms ■ SAT Bootcamp, Rev K12: Session 1 4:00 PM to 7:00 PM 	<ul style="list-style-type: none"> ■ ELPAC State Assessment Select Classrooms 	<ul style="list-style-type: none"> ■ ELPAC State Assessment Select Classrooms 	<ul style="list-style-type: none"> ■ ELPAC State Assessment Select Classrooms ■ Q3 END ■ Board Meeting 10:30 AM to 2:00 PM 	<ul style="list-style-type: none"> ■ ELPAC State Assessment Select Classrooms ■ MS Interim Assessment: ANet 3 Classrooms ■ Staff PD Day 		
22	23	24	25	26	27	28
<ul style="list-style-type: none"> ■ MS Interim Assessment: ANet 3 Classrooms ■ Q4 START ■ US Interim Assessment: IAB 	<ul style="list-style-type: none"> ■ Grades Due ■ MS Interim Assessment: ANet 3 Classrooms ■ US Interim Assessment: IAB 	<ul style="list-style-type: none"> ■ MS Interim Assessment: ANet 3 Classrooms ■ US Interim Assessment: IAB ELA & Math 	<ul style="list-style-type: none"> ■ MS Interim Assessment: ANet 3 Classrooms ■ US Interim Assessment: IAB ELA & Math 	<ul style="list-style-type: none"> ■ US Interim Assessment: IAB ELA & Math Classrooms ■ AIS 3:00 PM to 4:30 PM 		

<p>Assessment ELD ELA & Math Classrooms</p> <p>SAT Bootcamp, Rev K12: Session 2 4:00 PM to 7:00 PM</p>	<p>Assessment ELD ELA & Math Classrooms</p>					
29	30	31	1	2	3	4
<p>ELPAC State Assessment Select Classrooms</p> <p>MVOL</p> <p>SAT Bootcamp, Rev K12: Session 3 4:00 PM to 7:00 PM</p>	<p>Coffee Talks/Chat & Chew</p> <p>ELPAC State Assessment Select Classrooms</p> <p>MVOL</p>	<p>ELPAC State Assessment Select Classrooms</p> <p>MVOL</p>	<p>ELPAC State Assessment Select Classrooms</p> <p>Family Mailing</p> <p>MVOL</p> <p>School Site Council 6:30 PM to 8:00 PM US Library</p>	<p>ASM - April MS Gym</p> <p>ELPAC State Assessment Select Classrooms</p> <p>Q3 Intervention Exit Ceremony</p>		

 Faculty & Staff

 Parents

April 2021

Mon	Tue	Wed	Thu	Fri	Sat	Sun
29	30	31	1	2	3	4
<ul style="list-style-type: none"> ■ ELPAC State Assessment Select Classrooms ■ MVOL ■ SAT Bootcamp, Rev K12: Session 3 4:00 PM to 7:00 PM 	<ul style="list-style-type: none"> ■ Coffee Talks/Chat & Chew ■ ELPAC State Assessment Select Classrooms ■ MVOL 	<ul style="list-style-type: none"> ■ ELPAC State Assessment Select Classrooms ■ MVOL 	<ul style="list-style-type: none"> ■ ELPAC State Assessment Select Classrooms ■ Family Mailing ■ MVOL ■ School Site Council 6:30 PM to 8:00 PM US Library 	<ul style="list-style-type: none"> ■ ASM - April MS Gym ■ ELPAC State Assessment Select Classrooms ■ Q3 Intervention Exit Ceremony 		
5	6	7	8	9	10	11
<ul style="list-style-type: none"> ■ Spring Recess 	<ul style="list-style-type: none"> ■ Spring Recess 	<ul style="list-style-type: none"> ■ Spring Recess 12:00 AM 	<ul style="list-style-type: none"> ■ Spring Recess 12:00 AM 	<ul style="list-style-type: none"> ■ Spring Recess 12:00 AM 	<ul style="list-style-type: none"> ■ Saturday Academy 8:30 AM to 12:20 PM MS Classrooms ■ Parent Meeting 10:00 AM to 11:30 AM US student commons 	
12	13	14	15	16	17	18
<ul style="list-style-type: none"> ■ ELPAC State Assessment Select Classrooms ■ SAT Bootcamp, Rev K12: Session 4 4:00 PM to 7:00 PM 	<ul style="list-style-type: none"> ■ ELPAC State Assessment Select Classrooms 	<ul style="list-style-type: none"> ■ ELPAC State Assessment Select Classrooms 	<ul style="list-style-type: none"> ■ Curriculum Review Advisory Committee ■ ELPAC State Assessment Select Classrooms 	<ul style="list-style-type: none"> ■ ELPAC State Assessment Select Classrooms ■ Case Study and College Fair Welcome Dinner 5:00 PM to 8:00 PM Offsite 	<ul style="list-style-type: none"> ■ Case Study and College Fair 8:00 AM to 1:00 PM Making Waves Academy 	
19	20	21	22	23	24	25
<ul style="list-style-type: none"> ■ ELPAC State Assessment Select Classrooms ■ US Interim Comprehensive Assessment: ICA 9th & 10th Grade Classrooms ■ SAT 	<ul style="list-style-type: none"> ■ ELPAC State Assessment Select Classrooms ■ US Interim Comprehensive Assessment: ICA 9th & 10th Grade Classrooms 	<ul style="list-style-type: none"> ■ ELPAC State Assessment Select Classrooms ■ US Interim Comprehensive Assessment: ICA 9th & 10th Grade Classrooms 	<ul style="list-style-type: none"> ■ ELPAC State Assessment Select Classrooms ■ NHS (National Honors Society) Induction Ceremony 	<ul style="list-style-type: none"> ■ Candidate Forum and Voting MS Gym ■ ELPAC State Assessment Select Classrooms ■ US Interim Comprehensive 		

Bootcamp, Rev K12: Session 5
4:00 PM to 7:00 PM

US Interim Assessment: ICA 9th & 10th Grade
Classrooms

Assessment: ICA
Classrooms

26

27

28

29

30

1

2

- **ELPAC State Assessment**
- **US CAASPP Summative Assessment (SBAC)**
Gym
- **SAT Bootcamp, Rev K12: Session 6**
4:00 PM to 7:00 PM

- **Coffee Talks/Chat & Chew**
- **US CAASPP Summative Assessment (SBAC)**
Gym
- **ELPAC State Assessment**
12:00 AM

- **US CAASPP Summative Assessment (SBAC)**
Gym
- **ELPAC State Assessment**
12:00 AM

- **US CAASPP Summative Assessment (SBAC)**
Gym
- **ELPAC State Assessment**
12:00 AM

- **College Signing Day**
- **US CAASPP Summative Assessment (SBAC)**
Gym
- **ELPAC State Assessment**
12:00 AM

- **Saturday Academy (MS and US)**
8:30 AM to 12:20 PM
MS and US Classrooms
- **US Parent Meeting**
8:30 AM to 10:00 AM
US student commons
- **MS Parent Meeting**
10:00 AM to 11:30 AM
US student commons

■ Faculty & Staff

■ Parents

May 2021

Mon	Tue	Wed	Thu	Fri	Sat	Sun
26	27	28	29	30	1	2
<ul style="list-style-type: none"> ■ ELPAC State Assessment ■ US CAASPP Summative Assessment (SBAC) Gym ■ SAT Bootcamp, Rev K12: Session 6 4:00 PM to 7:00 PM 	<ul style="list-style-type: none"> ■ Coffee Talks/Chat & Chew ■ US CAASPP Summative Assessment (SBAC) Gym ■ ELPAC State Assessment 12:00 AM 	<ul style="list-style-type: none"> ■ US CAASPP Summative Assessment (SBAC) Gym ■ ELPAC State Assessment 12:00 AM 	<ul style="list-style-type: none"> ■ US CAASPP Summative Assessment (SBAC) Gym ■ ELPAC State Assessment 12:00 AM 	<ul style="list-style-type: none"> ■ College Signing Day ■ US CAASPP Summative Assessment (SBAC) Gym ■ ELPAC State Assessment 12:00 AM 	<ul style="list-style-type: none"> ■ Saturday Academy (MS and US) 8:30 AM to 12:20 PM MS and US Classrooms ■ US Parent Meeting 8:30 AM to 10:00 AM US student commons ■ MS Parent Meeting 10:00 AM to 11:30 AM US student commons 	
3	4	5	6	7	8	9
<ul style="list-style-type: none"> ■ MS CAASPP Summative Assessment (SBAC) Classrooms ■ AP US Government and Politics Exam 8:00 AM to 12:00 PM Making Waves Academy 	<ul style="list-style-type: none"> ■ ELAC ■ MS CAASPP Summative Assessment (SBAC) Classrooms ■ NHD ■ AP Calculus AB Exam 8:00 AM to 12:00 PM Making Waves Academy 	<ul style="list-style-type: none"> ■ MS CAASPP Summative Assessment (SBAC) Classrooms ■ AP English Language and Composition 8:00 AM to 12:00 PM Making Waves Academy 	<ul style="list-style-type: none"> ■ MS CAASPP Summative Assessment (SBAC) Classrooms ■ AP US History Exam 8:00 AM to 12:00 PM Making Waves Academy ■ Board Meeting 4:00 PM to 8:00 PM 	<ul style="list-style-type: none"> ■ MS CAASPP Summative Assessment (SBAC) Classrooms ■ Pep Rally 1:00 PM to 2:00 PM MS Gym 	<ul style="list-style-type: none"> ■ SAT Exam (Official) 8:00 AM to 1:00 PM Offsite 	
10	11	12	13	14	15	16
<ul style="list-style-type: none"> ■ Club Review Period - May ■ MS CAASPP Summative Assessment (SBAC) Classrooms 	<ul style="list-style-type: none"> ■ MS CAASPP Summative Assessment (SBAC) Classrooms ■ Club Review Period - May ■ AP Spanish Language and Culture Exam 8:00 AM to 12:00 PM Making Waves Academy 	<ul style="list-style-type: none"> ■ MS CAASPP Summative Assessment (SBAC) Classrooms ■ Club Review Period - May ■ CAP Scavenger Hunt 4:00 PM to 5:30 PM Upper School Commons 	<ul style="list-style-type: none"> ■ MS CAASPP Summative Assessment (SBAC) Classrooms ■ Club Review Period - May ■ AP Statistics Exam 12:00 PM to 3:30 PM Making Waves 	<ul style="list-style-type: none"> ■ MS CAASPP Summative Assessment (SBAC) Classrooms ■ Club Review Period - May ■ AP Biology Exam 8:00 AM to 12:00 PM Making Waves Academy 	<ul style="list-style-type: none"> ■ Prom 7:00 PM to 11:00 PM offsite 	

■ **AP Psychology Exam**
12:00 PM to 3:30 PM
Making Waves Academy

■ **School Site**
6:30 PM to 8:00 PM
US Library

17

18

19

20

21

22

23

■ **CAASPP Science Summative Assessment (CAST)**
Classrooms

■ **CAASPP Science Summative Assessment (CAST)**
Classrooms

■ **CAASPP Science Summative Assessment (CAST)**
Classrooms

■ **CAASPP Science Summative Assessment (CAST)**
Classrooms

■ **CAASPP Science Summative Assessment (CAST)**
Classrooms

■ **WASC Executive Review Committee**

24

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■ **STAR Reading and Math Benchmark**
ELA & Math Classrooms

■ **Coffee Talks/Chat & Chew**

■ **STAR Reading and Math Benchmark**
ELA & Math Classrooms

■ **STAR Reading and Math Benchmark**
ELA & Math Classrooms

■ **CAP 19th Wave College Affordability**
6:00 PM to 7:00 PM
Upper School Commons

■ **STAR Reading and Math Benchmark**
ELA & Math Classrooms

■ **Senior Sendoff Assembly**

■ **STAR Reading and Math Benchmark**
ELA & Math Classrooms

31

1

2

3

4

5

6

■ **Memorial Day**

■ **8th/12th S2 FINALS**

■ **8th/12th S2 FINALS**

■ **12th Grade Post Finals Celebration**

■ **8th/12th S2 FINALS**

■ **Dead Week S2**

■ **Dead Week S2**

■ **Grad Nite**

■ Faculty & Staff

■ Parents

June 2021

Mon	Tue	Wed	Thu	Fri	Sat	Sun
31 <ul style="list-style-type: none"> Memorial Day 	1 <ul style="list-style-type: none"> 8th/12th S2 FINALS 	2 <ul style="list-style-type: none"> 8th/12th S2 FINALS 	3 <ul style="list-style-type: none"> 12th Grade Post Finals Celebration 8th/12th S2 FINALS Dead Week S2 	4 <ul style="list-style-type: none"> Dead Week S2 	5 <ul style="list-style-type: none"> Grad Nite 	6
7 <ul style="list-style-type: none"> 7th/9th-11th S2 FINALS Dead Week S2 Senior Breakfast 10:00 AM to 12:00 PM US Commons Senior Farewell 6:30 PM to 8:00 PM MS Gym 	8 <ul style="list-style-type: none"> Senior BBQ 7th/9th-11th S2 FINALS 12:00 AM 	9 <ul style="list-style-type: none"> 7th/9th-11th S2 FINALS 12:00 AM 	10 <ul style="list-style-type: none"> Awards Assembly MS Gym Last Day of School Q4S2 END MS Graduation 5:00 PM to 7:30 PM School Site Council 6:30 PM to 8:00 PM US Library 	11 <ul style="list-style-type: none"> US Graduation 6:00 PM to 7:30 PM 	12	13
14	15	16	17 <ul style="list-style-type: none"> Board Meeting 10:30 AM to 2:00 PM 	18	19	20
21 <ul style="list-style-type: none"> Summer Academy 	22 <ul style="list-style-type: none"> Summer Academy 	23 <ul style="list-style-type: none"> Family Mailing Summer Academy 	24 <ul style="list-style-type: none"> Summer Academy 	25	26	27
28 <ul style="list-style-type: none"> Summer Academy 	29 <ul style="list-style-type: none"> Summer Academy 	30 <ul style="list-style-type: none"> Summer Academy 	1 <ul style="list-style-type: none"> Summer Academy 	2	3	4

Coversheet

Nob Hill Catering, Inc. Renewal

Section: IV. Action Items
Item: L. Nob Hill Catering, Inc. Renewal
Purpose: Vote
Submitted by: Cedrice Bennett
Related Material: SCHOOLLUNCHSERVICECONTRACT - MW 20-21 rev1.pdf

BACKGROUND:

This is a renewal contract for Nob Hill Catering, Inc. (The Lunch Masters) for the 2020-21 school year. The fiscal impact is \$390,500

RECOMMENDATION:

Review and approve the renewal contract for Nob Hill Catering, Inc. (The Lunch Masters) for the 2020-21 school year with a fiscal impact amount of \$390,500

SCHOOL LUNCH SERVICE CONTRACT (STANDARD)

This agreement is made on May 13, 2020, between **NOB HILL CATERING, INC.**, a California corporation DBA **The LunchMaster**, with its principal place of business at 601 Taylor Way, San Carlos, California 94070 (hereinafter "Nob Hill") and Making Waves Academy Schools (hereinafter "Client"). The location(s) at which service is to be provided pursuant to the terms of this Contract is/are: Making Waves Academy Schools, 4123 Lakeside Drive, Richmond, CA 94806

RECITALS

Nob Hill is in the business of providing school lunch services to students and their families. Client is desirous of engaging the services of Nob Hill to provide a school lunch program for the benefit of Client on the terms and conditions set forth herein.

Therefore, in consideration of the mutual promises set forth below, the parties agree as follows:

AGREEMENT

1. **Term.** The term of this Agreement shall commence on July 1, 2020, and shall continue in full force and effect until June 30, 2021 unless otherwise terminated pursuant to the termination provisions of this Agreement.

A. If the parties desire to renew this contract renewal shall be completed pursuant to the terms of an addendum signed by the parties hereto, which addendum shall be attached to this contract and shall become a part hereof. If Client desires to terminate this contract without cause, notice of intent to terminate shall be given to Nob Hill a minimum of 60 days before the initial termination date or the termination date of any renewed term of this contract. If Client shall desire to terminate this contract for "cause", as defined below, notice of intent to terminate shall be given by Client a minimum of thirty (30) days prior to the initial termination date or the termination date of any renewed term of this contract. Notice of intent to terminate shall be given in the manner set forth in Paragraph 16 below. If the parties renew this contract the pricing grid, attached hereto as Exhibit B, shall be modified and attached to any such addendum from time to time.

B. For purposes of termination as set forth in this Paragraph 1, "cause" shall be defined as the willful failure of any party to this contract to substantially perform any duty allocated to that party under the terms of this contract. Cause may include, but is not limited to, failure to perform the services contracted for by Nob Hill

under the terms of this contract or failure of Client to make payment for services rendered in a reasonable and timely fashion.

2. **Services Provided.** Nob Hill agrees to institute a school lunch program at the facility operated by Client and in connection therewith agrees to provide the following services:

A. Prepare and deliver to students and their parents a nutritious and diversified school lunch menu. This contract shall be applicable to school lunch service to be provided during the regular school year only. If service is desired for a summer session or any extended school session the parties shall enter into a separate agreement applicable thereto. All meals shall be compliant with the requirements of the National School Lunch Program (USDA) meal patterns and minimum requirements. Payment shall not be required with respect to any meal which is not in compliance with the applicable standards.

B. Prepare and disseminate a method for menu review, ordering and payment online; or

Prepare a method for the school to order meals online on the understanding that the school will be responsible for payment upon invoice.

C. Prepare and institute a program for identification of students who have ordered and paid for meals in a reasonable and efficient manner to be agreed upon.

D. Nob Hill agrees to provide Client with access to and a license to use the Nob Hill proprietary point of sale system known as Mazevo. Client understands that in order to successfully implement and use the point of sale system Client shall be required to provide a laptop computer for each point of sale location with an appropriate internet connection (wifi or wired). In addition, Client will be required to acquire an appropriate bar code scanner for use with the system. In exchange for use of the proprietary point of sale system developed and owned by Nob Hill, Client agrees to pay a monthly or annual licensing fee of \$_____. If this agreement has been cancelled by either party and Client is no longer receiving meal service provided by Nob Hill, and after termination Client requires Nob Hill to produce documentation necessary for its use in an audit or other procedure, Client agrees to pay a reasonable fee to Nob Hill for retrieval and production of any such requested documentation.

E. Perform such other tasks as may be reasonable and necessary as agreed upon in connection with institution and performance of a school lunch program during the regular school year.

F. Section 104(d) amended Section 12 of the NSLA (42 U.S.C. 1760) to require state funding agencies participating in the National School Lunch Program to purchase for the program, to the extent practicable, domestic commodities or products. For purposes of this provision, the term "domestic food commodity or product" means

agricultural commodities produced in the U.S. and food products processed in the U.S. substantially using agricultural commodities that are produced in the U.S. (over 51% of the processed food comes from American produced products). Nob Hill hereby certifies that the percentage of U.S. content in the products supplied to Client shall be in compliance with this program requirement. Client reserves the right to review vendor purchase records to insure compliance with the buy American provisions. Nob Hill shall comply with the buy American provision for all contracts that involve the purchase of food as required by Title VII, C.F.R., Part 210.21(d).

3. **Delivery, Charges and Billing.**

A. The basic price per meal served and ordered online shall be established pursuant to the Pricing Grid attached hereto and marked as Exhibit B. The prices set forth on the Pricing Grid shall be valid and shall remain in force without change for the entire term of this Agreement as set forth in Paragraph 1 above. Any deviation from the Price Grid set forth on Exhibit A hereto shall be agreed upon in writing signed by both parties.

1. With respect to basic price meal service and reduced charge meal service ordered and paid online by students or their families, a processing fee of 3% will be added per purchase upon checkout. The processing fee shall be reflected in the sum due and payable upon checkout. A processing fee shall not be charged with respect to free of charge orders.

2. With respect to basic price meal service and reduced charge meal service paid online by program participants, and as to which payment is processed through a merchant account system resulting in funds being held in a cafeteria account maintained and owned by Client, Nob Hill shall generate an invoice to Client twice monthly, on the first and fifteenth day of each month during the term of the contract. Payment shall be made by Client out of the cafeteria account within 14 days of the date of each such invoice.

B. All meal service ordered by Client for free of charge or reduced charge meals shall be billed weekly or monthly unless otherwise agreed upon by the parties. All invoices received by Client from Nob Hill shall be due and payable within 30 days of the date of the invoice. If all sums due are not received by Nob Hill within 30 days of the invoice date the parties agree that a service charge calculated from the date of billing at the rate of 1.5 % per month shall be paid on all unpaid sums invoiced in addition to the amount originally invoiced. Client shall notify Nob Hill of any discrepancies claimed on any invoice within 5 hours/days of receipt. Upon notification of a discrepancy the parties shall confer and resolve any such discrepancy in a timely manner. This paragraph shall apply to all sums owed by Client to Nob Hill, whether for free of charge or reduced charge meals, or for any other product or service provided by Nob Hill to Client.

C. The Parties shall agree upon the specifics regarding the meals to be served. Attached hereto and marked as Exhibit A is a completed Meal Service Detail

form. The Meal Service Detail set forth therein shall be effective during the term of this contract unless replaced upon written agreement of the parties. Any deviation from the Meal Service Detail set forth on Exhibit A shall be set forth in a written agreement signed by both parties.

D. The prices set forth on Exhibit B shall include those items as agreed upon and set forth on Exhibit B. Only those specifically described items shall be offered at the price set forth. Any additional items requested shall be subject to separate charges and billing.

E. Client shall advise its Nob Hill account representative of any change in Client's scheduling which may impact meal delivery, including but not limited to dates of service and time of delivery, a minimum of 14 calendar days in advance of any such scheduling change. If Client is not aware of scheduling changes within sufficient time to give the notice required in this paragraph, Client shall give notice of the change immediately, upon said information becoming available to Client, no later than 4 p.m. on the date that the client becomes aware of the change. Nob Hill shall use its best efforts to accommodate client with respect to schedule changes. If notice of a schedule change is given in an untimely manner, and Nob Hill is unable to cancel, Client shall pay all fees associated with any such order. Notice shall be given by email and pursuant to the provisions of Paragraph 16 below.

F. Each meal delivery shall be accompanied by an assortment of beverage items, to include milk, in such a manner that there shall be one beverage available for program participants for whom a meal is provided. The beverage items shall be in the form of an assortment of the items available on each delivery date. Therefore, there can be no guarantee that everyone will receive his or her preferred beverage item on each delivery date. With respect to free of charge or reduced charge meals, it is understood that due to applicable regulations milk shall be supplied as the sole available beverage.

G. Nob Hill shall provide standard utensils and condiments for use with menu items as is appropriate. A maximum of two condiment packages per meal item ordered shall be provided. Client may order additional condiments other than the standard condiments made available with each delivery to be held in inventory by Client. Any such additional condiments as are, from time to time, available shall be billed separately. A list of items available shall be set forth on Nob Hill's website and shall be ordered through the supply order form as set forth on the Nob Hill website. Client agrees to assist Nob Hill to ensure that only individuals ordering meals shall use utensils and condiments provided on each delivery date.

H. It is the policy of Nob Hill to provide meals in excess of the number ordered by Client in order to be certain that there is no "shortage" of meals as a result of a clerical error, additional need and the like. Client agrees, however, that any extra meals consumed by Client or its representatives, in excess of those meals actually ordered, shall be billed at the price set forth in Exhibit B. Those program participants who have authorized students to receive an extra meal shall receive one of the extra

meals. As to any client using a "drop off" service, the school shall be responsible for tracking the identity of any student who shall have received an extra meal. Nob Hill shall provide appropriate documentation for reporting the identity of the student who has received any extra meal. Upon request, Nob Hill shall provide shelf stable meals. Client shall be invoiced for shelf stable meals upon order pursuant to the applicable billing procedures then in effect. If there shall be food items remaining on site after all meals ordered are served, said food items shall be returned to Nob Hill and shall be re-inventoried or disposed of as is appropriate. It shall be the responsibility of Client to advise school personnel and volunteers that "extras" are available for consumption only upon payment therefore. **WITH RESPECT TO SCHOOLS THAT ORDER MEALS DIRECTLY FROM NOB HILL WITHOUT THE PARTICIPATION OF STUDENTS OR THEIR FAMILIES PURSUANT TO NO COST OR REDUCED COST MEAL PROGRAMS, IT IS UNDERSTOOD THAT ONLY THE NUMBER OF MEALS ORDERED WILL BE PROVIDED AND THAT THE PROVISIONS OF THIS PARAGRAPH REGARDING EXTRA MEALS ARE NOT APPLICABLE.**

I. If Client or any school associated with Client shall fail to confirm the quantity of items presented for distribution, Nob Hill shall not be responsible for shortages, it being the understanding of the parties that the final responsibility for check in and confirmation of quantity of items delivered lies with client or schools associated with client. Client shall report any shortages immediately to Nob Hill (Lunch Master) corporate office before the delivery driver leaves the delivery location. Nob Hill shall attempt to deliver any missing items before meal service. If missing items are not delivered before the time set for meal service, Client will be invoiced only for complete meals served to students and shall not be invoiced for incomplete meals. If Client shall fail to notify Nob Hill of missing items or incomplete meals, allowing Nob Hill the opportunity to correct any delivery errors, Nob Hill shall not be responsible for any steps taken by client to rectify any such error.

J. With respect to Nob Hill owned equipment remaining on site overnight or on weekends, Client agrees that all such Nob Hill owned equipment necessary to provide the school lunch service shall be stored at a reasonably safe location on the school premises. Client shall undertake reasonable precautions to ensure that Nob Hill owned equipment shall be safe from theft, damage or other loss. Client staff and volunteers shall undertake reasonable steps to protect the Nob Hill owned equipment used in drop off deliveries, including placing switches in the "off" position upon termination of usage. The cost of repair or replacement (if repair is not possible) to Nob Hill equipment as a result of a lack of reasonable care in the use or storage of said equipment shall be reimbursed to Nob Hill by client upon presentation of documentation reasonably establishing the cost of repair or replacement of any such equipment. A list of Nob Hill owned property or equipment located at each delivery premise shall be attached to this agreement.

K. Nob Hill recognizes that school lunch programs at schools operate in different and unique ways. If Client is operating a school lunch program staffed by volunteers at which Nob Hill provides only a "drop off" service, Nob Hill shall provide Client with training materials appropriate for use by volunteers with respect to

appropriate and healthy food distribution methods. If Client has elected to contract for Nob Hill to provide a server in connection with the food distribution service as set forth in the Meal Service Detail (Exhibit A), it is understood that the assistance of volunteers with respect to meal distribution shall not be necessary. If Nob Hill undertakes the task of meal distribution pursuant to the terms of the contract with Client, Nob Hill shall be solely responsible for the distribution of meals to those for whom a meal has been delivered.

4. **Payment.**

A. It is understood that the basic price meal service shall be paid directly by students or their parents or guardians and that a means of billing and paying for said meals shall be instituted, online, to the reasonable satisfaction of Nob Hill and Client. Specific procedures for posting of the menu, ordering and payment shall be agreed upon by the parties and shall be implemented by Nob Hill.

B. With respect to free of charge or reduced price meal program participants, it is understood that client may place meal orders directly on behalf of those participants or Client may allow the option to the families participating in the free of charge or reduced price meal program to order online. Nob Hill and Client shall separately agree upon a protocol which may be reasonably made available to Client and its students for meal selection. Client shall be responsible for payment for all meals ordered under the free of charge or reduced price meal program to the extent that students participating in any program do not complete payment in full in a timely fashion.

C. In order to facilitate payment owed by Client or students, Client and Nob Hill agree to cooperate with respect to creation of a merchant account payment system. Nob Hill shall assist Client in creation and implementation of a merchant account system. Client shall be responsible for payment of all fees necessary to maintain the merchant account. Client understands that it shall be necessary to commence the process of creation of a merchant account within a sufficient time before the date upon which lunch service shall commence under the terms of this contract in order to allow the merchant account to be up and running upon the commencement of service. Client understands that if the merchant account service is not created in a timely fashion Client may technically be out of compliance with the rules and regulations applicable to operation of the school lunch program. To the extent that the failure of Client to timely create and implement the merchant account system is as a result of failure of Client to timely create the account, Nob Hill shall not be responsible for any of the results accruing therefrom.

D. It is understood that from time to time Nob Hill will issue meal credits to program participants as a result of meal service cancellation by participants as described in this agreement. All such meal service credits shall be used during the school year in which they were generated. Meal credits shall not be carried over from one school year to the following school year without a separate written agreement between the parties to that effect. Within 30 days of the termination of each school year during which this contract is in effect, Nob Hill shall create and present to the client a reconciliation

regarding the issuance of meal credits and the subsequent use of those meal credits. With respect to any unused meal credits, all funds held by Client in its cafeteria account or in any other manner which are applicable to unused meal credits shall be paid to and shall become the property of Nob Hill immediately upon presentation of a reconciliation setting forth, in reasonable detail, a determination of the unused credits and the sum due as a result thereof.

5. **Party Representatives.**

A. Client shall designate a site contact person who shall be the primary point of contact between Nob Hill and Client with respect to all issues related to this contract. The initial site contact person designated by Client is Roger Marionneaux, whose job title is Lead Food Service Coordinator. The contact information for the initial site contact person is: rmarionneaux@mwacademy.org 510-262-1511 (insert telephone number and email address). Client may change the identity of the contact person pursuant to notice given as set forth in Paragraph 16 below.

B. Nob Hill shall designate an account representative responsible for administration of the school account. The initial Nob Hill account representative shall be Mike Giouzelis. Nob Hill may change the identity of the contact person pursuant to notice given as set forth in Paragraph 16 below.

C. To facilitate operation of the lunch service program and prompt and satisfactory resolution of problems, all issues regarding the subject matter of this contract, including but not limited to the meal service provided, shall be reported by the Client primary contact person to the Nob Hill account representative as soon as is reasonably practical under the circumstances in order to facilitate prompt and satisfactory resolution of issues that may arise. The primary method of communication shall be email. If telephone contact is made, email contact shall follow. All issues shall be resolved, to the extent reasonably possible, using email.

D. [] The parties acknowledge and agree that during the term of this agreement, it will be necessary for Client to correspond with parents, guardians or other users or potential users of the school lunch services. Client agrees that Client will provide to Nob Hill a copy of any and all correspondence to parents, guardians or any other user or potential user of the school lunch service, regardless of the purpose of issuing such correspondence or the method of delivery. For purposes of this paragraph, “correspondence” shall include letters, notifications, flyers, inclusion in newsletters or any other form of communication directed to parents, guardians, users or potential users of the school lunch service whether by hard copy, electronic or other delivery methods.

6. **Termination By Client or Nob Hill.**

A. If Client desires to terminate this Agreement for the convenience of client, and without cause, Client shall give a minimum of sixty days' notice of termination. Notice shall be given in the manner described in Paragraph 16 below. If Client desires to terminate this contract for cause, as defined in Paragraph 2.B above, Client shall give 30 days' notice of termination. Notice shall be given in the manner described in Paragraph 16 below, and should include a description of the "cause" relied upon.

B. If this contract is terminated by Client pursuant to the provisions of Paragraph 6.A above, Client agrees that timely notification to parents or other users of the service shall be given. Any such notification shall notify those individuals required to be notified of the termination of the service and the effective date of termination, along with such other information regarding any new service as shall be required. Any such notification shall refrain from discussing motivational reasons for termination of the service and shall advise the parents or other users that service by Nob Hill will continue through the date of termination unless the parties have agreed, in writing, to the contrary. In the event of termination, the parties shall cooperate, to the extent reasonably possible, with respect to transition to such other provider as may be selected by Client.

C. For the period between the receipt of notification of termination pursuant to Paragraph 6.A above, and the termination date, Client agrees that orders placed with Nob Hill shall continue for the duration of this contract. A minimum number of meals for delivery on each delivery date shall be established as set forth in this paragraph. The minimum number of meals shall be calculated by a determination of the average number of meals delivered by Nob Hill to Client on each delivery date for the sixty days preceding notice of termination. Upon calculation of said average number of meals delivered, the minimum number of meals to be delivered after notice of termination and before the date of termination shall be 90% of said average number of meals delivered. If meals ordered for delivery to Client shall fall below the minimum established pursuant to this paragraph for three dates, Nob Hill may, at its option, terminate service to Client on ten days' notice of termination given pursuant to Paragraph 16 below or Nob Hill may elect to continue service until the termination date.

D. If Client has not terminated this agreement pursuant to Paragraph 6. A. above, Nob Hill reserves the right to terminate this agreement for its convenience and without a showing of good cause. If service is terminated pursuant to the terms of this agreement, Nob Hill shall give a minimum of 30 days written notice of termination in the manner described in Paragraph 16 below. Any such notice shall specify the last day of service under this contract.

E. If Nob Hill has not received payment of any charges invoiced pursuant to paragraph 3. B. within 60 days of the date of the original invoice, including payment of any applicable service charge, Nob Hill reserves the right, at its option, to terminate service under this contract. Nob Hill shall give a minimum of 30 days' notice of its election to terminate service under this paragraph. Notice shall be given pursuant to Paragraph 16 below. Any such notice shall specify the last date of service under the terms of this contract.

7. **Food Quality Standards.**

A. In performing the services required under this agreement, Nob Hill shall comply with all applicable federal, state, county and city statutes, ordinances and regulations. In addition, Nob Hill shall comply with all applicable health, safety and food handling codes and regulations.

B. Client and Nob Hill agree that stockpiling or storage of food made available for service on any given day is inappropriate. All food should be consumed on the date of delivery (with the exception of breakfast items which are delivered on the day prior to the date of consumption) or returned to Nob Hill for restocking, storage or disposal. Client agrees not to serve any student with an item of food not provided on the date of delivery and Client agrees that Nob Hill shall not be liable for any complaints, injuries or damages arising out of serving of stockpiled or previously delivered food items.

C. Attached hereto and marked as Exhibit A is a list of all items which shall be provided with each meal. Exhibit A includes a list of items which shall be included with standard meals and a list of items provided with each free or reduced price meal.

8. **Field Trip Requirements.** Each customer, whether the customer be an individual student or client, shall be responsible for cancelling meal orders resulting from absence of students from the school location due to field trips. Cancellation of meals ordered as a result of field trip requirements shall be completed online pursuant to the current ordering and cancellation deadline as set forth on the Nob Hill website. With respect to schools ordering directly on behalf of students the school shall be responsible for notifying and clarifying to Nob Hill any adjustment of meals needed as a result of scheduled field trips.

9. **Client Responsibilities.**

A. In consideration of the services provided by Nob Hill, Client agrees to retain Nob Hill as its exclusive meal service provider during each service date agreed to herein. This covenant shall not require Client to use the services of Nob Hill with respect to special events scheduled from time to time by Client and shall be effective only with respect to meal services for the days upon which Nob Hill is contracted to provide meal service. School holidays and teacher conference days are excluded from this exclusivity covenant.

B. Client shall distribute all communications regarding services from Nob Hill in accordance with Client's standard process of distributing communications to the families of students.

C. Client shall allow Nob Hill to attend and participate in regularly scheduled school events associated with familiarizing families with the services available

through Client and schools operated by Client, including but not limited to Back to School Night, parent teacher conference days, registration days and other promotional activities. In order to promote success of the program, Client and Nob Hill agree to cooperate with respect to promotion of student participation in the school lunch program.

D. Unless to do so is in violation of applicable rules and regulations, Client authorizes Nob Hill to communicate directly with students and families of students who are using the services provided by Nob Hill in order to efficiently administer the school lunch program. Client agrees that an introduction to the school lunch program and ordering instructions shall be included on the school website.

E. By checking the box adjacent hereto, Client agrees to provide an electronic copy of any related school logo or mascot to Nob Hill. Client hereby grants Nob Hill a non-exclusive license to use or display its logo or mascot, without limitation, on the website operated by Nob Hill and in any and all communications prepared or distributed by Nob Hill in connection with this Agreement.

F. Client acknowledges and agrees that all trademarks, copyrights, patents and other intellectual property owned by Nob Hill and its subsidiaries or affiliated companies, inclusive of the name and representative logos, may not be used without the written consent of Nob Hill for any purpose, including school printed publications, signage, online content or in any other manner.

10. **Force Majeure.** Neither party hereto shall be liable for any delay or failure in its performance under this contract caused by events beyond the control of the parties, including but not limited to acts of terrorism, war, riots, labor strikes, interruption of utility services, fires, floods, earthquakes, pandemics, and other natural disasters and medical circumstances. The Parties understand that this shall include delays in delivery related to unanticipated traffic conditions, road closures, extreme weather conditions, fires, and unanticipated general medical conditions. Client or ordering party shall remain responsible for payment for all meals not cancelled pursuant to the Nob Hill standard cancellation policy in effect upon the date of cancellation as posted on the Nob Hill website.

11. **Entire Agreement.** This contract and all exhibits hereto contain the entire agreement between the parties with respect to the subject of this contract, and each party acknowledges that no representations, inducements, promises or agreements have been made by or on behalf of any party except the covenants and agreements embodied in this contract. Any agreement, statement or promise not contained in this contract shall not be valid or binding between the parties with respect to the subject of this contract, except for a subsequent written modification signed by the party to be charged.

12. **Amendment.** This contract may be amended or modified at any time with respect to any provisions by a written instrument executed by Nob Hill and Client.

13. **Non-Assignment.** Neither party may assign or transfer this agreement, in whole or in part, without the prior written consent of the other party.

14. **Attorney Fees.** If any legal action is brought to enforce or interpret the provisions of this contract, the prevailing party shall be entitled to recover reasonable attorney's fees from the other party. These fees, which may be set by the court in the same action or in a separate action brought for that purpose, are in addition to any other relief to which the prevailing party may be entitled.

15. **Dispute Resolution.**

A. **Mediation.** The parties hereby agree that any dispute between the parties hereto arising out of or related to the subject matter of this Agreement or services to be provided pursuant to this Agreement shall be subject to non-binding mediation prior to implementation of any other dispute resolution process. The mediator shall be a retired judge or practicing attorney to be agreed upon by the parties. Mediation shall be held in San Mateo County, California. The cost mediation shall be borne by the parties equally. The parties agree that all individuals or entities necessary for resolution of any such dispute shall participate in the mediation process, including but not limited to party principals, insurers, consultants, agents, contractors and subcontractors as is necessary. If the dispute is not resolved by mediation, each party shall thereafter be free to commence litigation or other dispute resolution process at the party's discretion. If a court of competent jurisdiction shall determine that any party hereto shall have failed to adequately and meaningfully participate in the mediation process prior to commencement of litigation or other dispute resolution, said finder of fact shall be empowered to deny attorney's fee to a non-participating party that would otherwise have been entitled to an award of attorney's fees.

B. By initialing below, the parties hereby irrevocably and unconditionally agree that all disputes arising out of or related to the subject matter of this Agreement or related to the services to be provided pursuant to this Agreement shall be resolved pursuant to binding arbitration proceedings. Arbitration proceedings shall be conducted by a single neutral arbitrator to be agreed upon by the parties. If the parties are unable to agree upon the identity of a single neutral arbitrator within thirty days of a demand for arbitration by any party hereto, said arbitrator shall be appointed by the presiding judge of the San Mateo County, California Superior Court or his designee. Arbitration proceedings shall be conducted pursuant to the provisions of the California Arbitration Act, Code of Civil Procedure Section 1280 and following. Discovery shall be allowed as described in the California Arbitration Act. The award of an arbitrator shall be final and binding and subject only to such collateral attack as shall be allowed pursuant to the terms of the California Arbitration Act. The award of an arbitrator may be entered as a judgment in any court of competent jurisdiction.

Nob Hill Initials: _____

Client Initials: _____

C. **Exclusive jurisdiction and venue** with respect to all dispute resolution matters arising out of or related to this contract or related to the services to be provided pursuant to the terms of this Agreement shall lie in the courts of the State of

California in and for the County of San Mateo. The parties agree that the courts in and for the County of San Mateo are convenient to the parties. Arbitration proceedings commenced pursuant to this Agreement shall be held in San Mateo County, California.

D. This contract shall be governed by and construed in accordance with the laws of California.

16. **Notices.** Any notice required or permitted to be given under this contract shall be written, and may be given by personal delivery or by registered or certified mail, first class postage prepaid, return receipt requested. Notice shall be deemed given upon actual receipt in the case of personal deliver or upon delivery to the United States Post Office for mailing. Mailed notices shall be addressed as follows. Each party may change address by written notice in accordance with this paragraph.

To Nob Hill: 601 Taylor Way
 San Carlos, CA 94070
 Email: _____

To Client: Making Waves Academy Schools
 4123 Lakeside Dr., Richmond, CA 94806
 Email: rmarionneaux@mwacademy.org

17. **Insurance.** During the term of this agreement Nob Hill shall keep and maintain in place the following insurance:

A. Commercial general liability insurance, including bodily injury and property damage as follows:

- \$1,000,000.00 per occurrence
- \$1,000,000.00 personal and advertising injury
- \$2,000,000.00 general aggregate
- \$2,000,000.00 product/completed operations aggregate

B. Worker's compensation insurance in accordance with the laws of the State of California with a statutory policy limit of \$1,000,000.00 per accident.

C. Commercial automobile liability insurance for all owned, non-owned and hired automobiles with a \$1,000,000.00 combined single limit.

D. Upon request, Nob Hill shall provide certificates of insurance to Client evidencing each of the coverages outlined above.

18. **Indemnification and Hold Harmless.**

A. Nob Hill shall indemnify and hold Client and its administrators, agents and employees harmless from and against all liability, loss, damage and expense, including reasonable attorney's fees, arising out of or resulting from the obligations of Nob Hill pursuant to the terms of this agreement to the extent that any such loss, expense, damage or liability was legally caused by the negligence, intentional act or willful act or omission of Nob Hill, including without limitation its agents, employees or others employed by Nob Hill directly or indirectly. The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to Nob Hill by an indemnified party. Counsel shall be reasonably selected by Nob Hill or its insurance carriers in the reasonable discretion of Nob Hill or its insurance carriers.

B. Client shall indemnify and hold Nob Hill and its administrators, agents and employees harmless from and against all liability, loss, damage and expense, including reasonable attorney's fees, arising out of or resulting from the obligations of Client pursuant to the terms of this agreement to the extent that any such loss, expense, damage or liability was legally caused by the negligence, intentional act or willful act or omission of Client, including without limitation its agents, employees or others employed by Client directly or indirectly. The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to Client by an indemnified party. Counsel shall be reasonably selected by Client or its insurance carriers in the reasonable discretion of Client or its insurance carriers.

19. **Incentive Program**. Nob Hill offers a fundraising program, the terms and conditions of which are described on Exhibit C hereto. If School desires to participate in said fundraising program, the parties shall sign Exhibit C signifying that each of the parties agrees to the terms and conditions set forth thereon.

Dated: _____

NOB HILL CATERING, INC.

By:

Dated: _____

MAKING WAVES ACADEMY
SCHOOLS

By:

**EXHIBIT A
MEAL SERVICE DETAIL**

1. Ingredients that may not be used within reasonable capability of Nob Hill (Nob Hill is a nut free facility):

Client Initials: _____

2. Beverage service (Unless otherwise noted, beverage service shall include an assortment of 1% milk, non-fat milk, non-fat chocolate milk, 100% fruit juice and bottled water):

We will provide 1% milk, non-fat chocolate. _____

3. Special meals or medically accommodative meals shall be provided for program participants upon receipt of a medical statement (Form CNP 925) as is reasonably necessary and as described on the medical statement.

4. Service shall be provided Monday through Friday unless noted below:

5. The time upon which the first meal service shall begin and the time at which meal service shall be completed:

First lunch meal service: 11:10, Meal service ends: 1 p.m. _____

6. Upon agreement between Nob Hill and meal server, meal servers may be paid in meal credits. Volunteers shall earn ___ credits per volunteer service shift:

[] Yes [✓] No

7. Client desires to provide paid meal servers. This service requires Client to order a minimum order of _____ meals per day. If Client does not meet the minimum order requirement for 21 consecutive service dates, the paid meal server service shall terminate and service there after shall be on a "drop off" basis. The date upon which the change from server provided to drop off service shall be provided to Client by notice as provided in Paragraph 16.

Yes No

8. Labeled Meals:

All meals shall be labeled. The cost of labeling shall be as set forth on Exhibit B (Pricing Grid). Client will receive a master list setting forth each student's name identifying the meal ordered in order to assist in meal distribution. If Client desires to accept this option, mark "Yes" below. If Client declines this option, mark "No" below.

Yes No

9. Meal Tickets:

Meal tickets shall be provided for each meal. The cost of meal ticker service shall be as set forth on Exhibit B (Pricing Grid). If Client desires to accept this option, mark "Yes" below. If Client declines this option, mark "No" below.

Yes No

10. Field trip:

See Paragraph 8.

11. Cancellation and refund policy:

A. Pre-ordered and pre-paid meals may be canceled in exchange for future LunchMaster account credit subject to the policy set forth in this paragraph. In order to receive full credit, cancellation shall occur on or before ____p.m. on the ____ day prior to meal service. Cancellations received between ____p.m. on the day preceding service and 7:00a.m. on the date of service shall receive 50% credit. No credit will be given for meals canceled after 7:00a.m. on the date of service. All meals credited on the LunchMaster account shall remain on the account for use with respect to future meal orders. **NO CASH REFUNDS WILL BE PAID.**

B. With respect to clients who order service directly from Nob Hill, whether said meal service be basic price, reduced charge, or free or charge, all cancellations or modifications of service requested shall be received by Nob Hill no later than 5:00p.m. on the Tuesday before the week during which delivery is to be made. No cancellations or modifications of Client ordered meal service shall be accepted after 5:00p.m. on the Tuesday before the week during which service is to be completed.

**EXHIBIT B
PRICING GRID**

Meal Type	Cost per meal
Breakfast	\$1.90
Lunch	\$3.00
Snack	\$0.81
Field Trip Lunch	\$3.00
Shelf Stable Lunch	\$3.50

Supplies & Condiments delivered each day of service at no additional cost:

Ketchup
Mustard
Mayonnaise
Taco Sauce
Soy sauce
Ranch
BBQ sauce
Tajin

Spork packet (includes spork, napkin and straw)
Tongs

Supplies & Condiments available for an additional cost:

Trays / Boats
Tapatio
Cholula Sauce

Clorox Wipes (strictly dependent on availability)
Gloves (strictly dependent on availability)

Supplies, Condiments, Field Trip Lunches and shelf stable meals as well as current pricing for billable items is available here: <https://lunchmaster.wixsite.com/lmforms>

Coversheet

iXL Contract

Section: IV. Action Items
Item: M. iXL Contract
Purpose: Vote
Submitted by: Damon Edwards
Related Material: Making Waves Ed Code Addendum to Sales Contract 050120.pdf
IXL Contract 26395 Making Waves Academy 05142020.pdf

BACKGROUND:

IXL is a new online math curriculum and assessment platform that MWA will be introducing in the fall of the 2020/21 school year. It helps students master essential math skills at their own pace through fun and interactive questions, built in support, and motivating awards.

RECOMMENDATION:

Please approve the attached IXL sales contract with a fiscal impact of \$14,200.00 in the 2020/21 school year.

Addendum to Sales Contract for Compliance with California Education Code § 49073.1

This Addendum is entered into between IXL Learning (“Service Provider”) and Making Waves Academy (“LEA”) (collectively referred to as the “Parties”) on June 30, 2020 (“Effective Date”).

WHEREAS, the LEA and the Service Provider entered into the agreement for technology services titled Sales Contract (“Technology Services Agreement”) with an invoice date of June 30, 2020 and a subscription duration of July 1, 2020-July 1, 2021.

WHEREAS, the LEA is a California public entity subject to all state and federal laws governing education, including but not limited to the California Education Code and the Family Educational Rights and Privacy Act (“FERPA”);

WHEREAS, California Education Code section 49073.1 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a California local education agency including school districts, county offices of education, and charter schools and a third-party service provider must include certain terms; and

WHEREAS, the LEA and the Service Provider desire to have the Technology Services Agreement and the services provided comply with California Education Code section 49073.1.

NOW, THEREFORE, the Parties agree as follows:

1. The terms and conditions of the Technology Services Agreement are incorporated herein by reference.
2. The term of this Addendum shall remain in full force and effect during the entire period in which the Technology Services Agreement remains in effect and shall expire on the termination date stated in the Technology Services Agreement.
3. Pupil records obtained by Service Provider from LEA continue to be the property of and under the control of the LEA. Pupil records include any information directly related to a pupil that is maintained by the LEA or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other LEA employees or contractors. Pupil records does not include de-identified information (information that cannot be used to identify an individual pupil) used by the third party: (1) to improve educational products for adaptive learning purposes and for customized pupil learning; (2) to demonstrate the effectiveness of the Service Provider’s products in the marketing of those products; or (3) for the development and improvement of educational sites, services, or applications.
4. Pupils may retain possession and control of their own pupil-generated content by: Submit a written request to the LEA. After receiving written authorization from the

LEA, Service Provider will provide the option to transfer student account data into a family account (to be paid for separately).

5. A pupil may transfer pupil-generated content to a personal account by: Submit a written request to the LEA. After receiving written authorization from the LEA, Service Provider will provide the option to transfer student account data into a family account (to be paid for separately).

6. Parents, legal guardians, or eligible pupils may review personally identifiable information in the pupil's records and correct erroneous information by: Submit a written request to the LEA. LEA and Service Provider will consider what personally identifiable information is available other than what is already accessible through the student's account. Service Provider will provide and/or correct personally identifiable information upon written request from LEA to do so, to the extent reasonably feasible.

7. Service Provider shall take actions to ensure the security and confidentiality of pupil records, including but not limited to designating and training responsible individuals on ensuring the security and confidentiality of pupil records, by: Service Provider uses various measures to maintain the security and confidentiality of pupil records including the use of individual user accounts, access controls, auditing and logging, and encryption.

8. In the event of an unauthorized disclosure of a pupil's records, Service Provider shall notify an affected parent, legal guardian, or eligible pupil pursuant by: Service Provider will notify the LEA in writing. To the extent that further notification is required by law, Service Provider will coordinate with LEA in good faith on a mutually acceptable notification procedure.

9. Service Provider shall not use any information in a pupil record for any purpose other than those required or specifically permitted by the Technology Services Agreement.

10. Service Provider certifies that a pupil's records shall not be retained or available to the Service Provider after termination or upon completion of the terms of the Technology Services Agreement, except for a case where a pupil chooses to establish or maintain an account with Service Provider for the purpose of storing pupil-generated content, either by retaining possession and control of their own pupil-generated content, or by transferring pupil-generated content to a personal account. Such certification will be enforced by: The Service Provider will, within 30 days of receipt of a written request from LEA, provide written notice that pupil records have been destroyed and/or deidentified.

11. LEA agrees to work with Service Provider to ensure compliance with FERPA and the Parties will ensure compliance by: Service Provider will treat pupil records as

confidential information and will not disseminate pupil records to third parties unless needed to fulfill Service Provider’s rights and obligations under this addendum or the Technology Services Agreement; in which case disclosure will be subject to an obligation of confidentiality. Service Provider may also disseminate pupil records if required or permitted by law or court order.

12. Service Provider shall not use personally identifiable information in pupil records to engage in targeted advertising.

IN WITNESS WHEREOF, parties execute this Agreement on the dates set forth below.

LEA Signature: _____

Date: _____

Service Provider Signature: _____

Date: _____



SALES CONTRACT

CONTRACT #26395

January 24, 2020

IXL Learning
 777 Mariners Island Blvd., Suite 600
 San Mateo, CA 94404

CUSTOMER

Kara Alhadeff
 Making Waves Academy
 4123 Lakeside Drive
 Richmond, CA 95806

SUBSCRIPTION INFO

Salesperson	Quote #	Subscription duration
Katherine Plommer	771469-4	Jul 1, 2020 – Jul 1, 2021

PAYMENT PLAN

Amount	Invoice date
\$14,200	June 30, 2020
TOTAL	\$14,200

Price valid until June 30, 2020

Comments of Special Instructions:

Subscription is for 1,100 Math licenses

ACCEPTANCE OF SALES CONTRACT

This is a binding agreement of payment between IXL Learning and the Purchaser. Your signature indicates that you have received, reviewed, and accepted the attached Terms and Conditions of Sale and that you agree to pay the full license price listed above within 60 days of the invoice date. Without a signature, your order may not be processed.

Acknowledged and agreed to:

AUTHORIZED SIGNATURE

DATE

Please contact IXL Learning with any questions regarding this sales contract:

Toll-free (855) 255-8800 | Direct (650) 372-4300 | E-mail orders@ixl.com

Completed sales contracts should be faxed to (650) 372-4301 or e-mailed to orders@ixl.com.



TERMS AND CONDITIONS OF SALE

THIS IS A LEGAL DOCUMENT ("SALES CONTRACT") BETWEEN THE PURCHASER SHOWN ABOVE ("YOU") AND IXL LEARNING ("SELLER"). PLEASE READ THIS AGREEMENT CAREFULLY. YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE AGREEMENT, AS WELL AS BY THE WEBSITE TERMS OF SERVICE, WHICH ARE INCORPORATED BY REFERENCE. NO VARIATION OF THESE TERMS AND CONDITIONS ARE BINDING ON SELLER UNLESS AGREED TO IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF IXL LEARNING.

1. **PRICING:** The quoted purchase price of the license is valid through the "Price valid until" date on page 1. This price is not binding on IXL unless you have accepted it by sending us an executed Sales Contract by that date.
2. **PAYMENT:** If IXL decides to accept your Sales Contract, we will issue you an invoice. Complete payment of the amount of the stated purchase price is due within sixty (60) days of the invoice date. If payment is not received by the Seller within 60 days, the invoice is considered past due. IXL licenses with past due payments will be put on hold and are subject to termination. Termination does not relieve the Purchaser of the obligation to pay fees due to the Seller.

The full invoice amount must be paid either by check or by credit card. We accept Visa, MasterCard, American Express, and Discover.

All checks should be mailed to:

IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

Credit card payments may be made by phone at (855) 255-8800.

Any late payment will incur interest at the rate of the lesser of 1% a month or the maximum permissible by law.

3. **CANCELLATION AND REFUND:** No cancellation will be accepted, and no refund issued, if it is more than thirty (30) days beyond the date of purchase for the license referenced in this Sales Contract. For cancellations and refunds of the license tendered under this Sales Contract to be accepted, the Seller must receive written notification of the cancellation within 30 days of purchase. Cancellations requested outside of the 30-day period will not be refunded, and the Purchaser will be responsible for completing the purchase as stated in the Sales Contract.
4. **LICENSES:** IXL grants you the right to provide access, through unique log-in IDs, to no more individuals than the quantity indicated on the first page. The terms and conditions of use for each of these individuals are governed by our websites Terms of Service. You agree to be responsible for their accounts, to monitor their use of their accounts, and to indemnify, defend, and hold us harmless for any claims arising out of or related to their use of IXL Learnings website and services. To the extent that these individuals are minors, you consent to our collection of their personal information as described in our Privacy Policy.

Classroom and Site licenses will be activated immediately upon receipt of your payment unless another date is specified or agreed to by IXL. Activation confirmation will be sent to the e-mail address provided by the school or individual completing the purchase.

If an individual who has an IXL account through a Classroom or Site license purchased by you is no longer affiliated with you, you may request that we deactivate the individuals account, or no longer associate it with your license, so that that license can be reassigned to another individual associated with your institution.

If you are a teacher, you represent and warrant that you have permission and authorization from your school and/or district to use the Services as part of your curriculum, and for purposes of Childrens Online Privacy Protection Act ("COPPA") compliance, you represent and warrant that you are entering into these Terms on behalf of your school and/or district.

5. **PRIVACY:** If you are a school, district, or teacher, you acknowledge and agree that you are responsible for complying with COPPA, meaning that you must obtain advance written consent from all parents or guardians whose children under 13 will be accessing the website and services and you represent and warrant that you have obtained that consent. When obtaining consent, you must provide parents and guardians with our Privacy Policy. You are to keep all consents on file and provide them to us if we request them.

6. DISCLAIMER OF WARRANTIES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

- a. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED "AS IS," "AS AVAILABLE," AND WITH ALL FAULTS. IXL EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.
- b. IXL MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SERVICE WILL BE CORRECTED.
- c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
- d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM IXL OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

Some states do not allow certain limitations on warranties, so certain of the above limitations may not apply to you.

7. **LIMITATION OF LIABILITY:** YOU EXPRESSLY UNDERSTAND AND AGREE THAT IXL SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES RESULTING FROM THE USE OR INABILITY TO USE THIS SERVICE. IN ALL INSTANCES, DAMAGES SHALL BE CAPPED AT ONE MONTHS FEES.
8. **SEVERABILITY:** If any provision of this agreement is deemed invalid, illegal, or unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions of this Sales Contract, which shall remain in full force and effect.
9. **ARBITRATION:** You agree that any dispute or claim you may have against IXL arising out of or related to this Sales Contract or the use of Services must be submitted to arbitration, before a single arbitrator appointed by JAMS/Endispute and conducted according to their rules in San Francisco, CA, USA, and that the determination of any such arbitrator shall be binding. The courts located in San Francisco, CA, USA, have exclusive jurisdiction over any judicial proceedings related to this agreement, and you waive any claim that such a court is an improper venue, inconvenient, or lacks jurisdiction over you.
10. **GOVERNING LAW:** The Sales Contract and the relationship between you and IXL are governed by the laws of the State of California without regard to conflict of law provisions.
11. **ENTIRE AGREEMENT:** This Sales Contract, which incorporates the Terms of Service by reference, is the final expression of the agreement between Purchaser and Seller and supersedes all prior representations, understandings, and agreements between the Purchaser and Seller relating to its subject matter. This Sales Contract cannot be modified, amended, or changed except in writing and signed by IXL.

Coversheet

Student Technology Acceptable Use Policy

Section: IV. Action Items
Item: N. Student Technology Acceptable Use Policy
Purpose: Vote
Submitted by: Damon Edwards
Related Material: MWA Student Technology Acceptable Use Policy ver.7.pdf

BACKGROUND:

The MWA Student Acceptable Use Policy (AUP) governs all electronic activity of students using and accessing Making Waves Academy technology, internet, and data systems regardless of their location. The attached policy includes the following revisions: 1) Changed language to comply with CDE's recommended cyberbullying prevention procedures. 2) Added explanation and reference definitions for important compliance laws including FOIA, PRA, FERPA, & CIPA. 3) Added Distant Learning / Video Meetings section (to support current student body learning plan). 4) Modified Student Guidelines for Online Communication – changed language to ensure consistency with CDE pursuant AB 2291 to ensure consistency between Student handbook and this agreement. (e.g., the chart under student safety or digital citizenship sections). 5) Added section for signature and agreement.

RECOMMENDATION:

Please review and adopt the attached policy for the 2020/21 school year.



Making Waves Academy

Student Technology Acceptable Use Policy for Digital Information, Communication, and Technology Resources

Introduction

Making Waves Academy (MWA) provides access to technology devices, internet, and data systems to student(s), staff, and faculty for educational and business purposes. This Acceptable Use Policy (AUP) governs all electronic activity of students using and accessing Making Waves Academy technology, internet, and data systems regardless of their location.

For example, MWA technology, internet, and data systems includes but is not limited to:

- Chromebooks
- Laptops
- Laptop & Chromebook Chargers
- Headphones
- Internet
- Wifi HotSpots
- Built in Webcams
- MWA Network
- MWA Email Account
- MWA Subscription to Digital Educational Programs

Those resources will thereafter be referred to as “MWA Technology”. The purpose of this policy is to ensure a safe and appropriate environment for all student(s), staff, and faculty. This policy notifies student(s), staff, faculty and families about the acceptable ways in which MWA Technology may be used.

Student(s) must comply with this policy at all times when using MWA Technology (including but not limited to all items listed above), whether inside or outside of MWA campuses. No student may use MWA Technology until the agreement at the end of this policy has been signed by the student and their parent(s) or guardian(s) as applicable and returned to MWA. MWA reserves the right to change this policy at any time, and will inform student(s) and families of any material change by e-mail and notice in the next available mailing. Continued use of MWA Technology following MWA’s notification of revisions to this policy constitutes acceptance of those revisions.

Guiding Principles

- Online tools are used in our classrooms, school and central office to increase community engagement, student learning, and core operational efficiency.
- MWA has a legal and moral obligation to protect the personal data of our student(s).
- Nothing in this policy shall be read to unlawfully limit an individual’s constitutional rights to freedom of speech or expression or to unlawfully restrict a student’s ability to engage in concerted, protected activity with fellow student(s) regarding the terms and conditions during their time at Making Waves Academy.



Making Waves Academy

Student Technology Acceptable Use Policy for Digital Information, Communication, and Technology Resources

IT & Device Support

MWA provides basic installation, synchronization, and software support for MWA-issued electronic devices. Devices must be connected to the MWA network on a regular basis to receive up-to-date software and antivirus updates and for inventory purposes. Password protection is required on all MWA-issued electronic devices to prevent unauthorized use in the event of loss or theft. All requests for support should be emailed to ithelpdesk@mwacademy.org.

Passwords

Students are required to adhere to password requirements set forth by Making Waves Academy when logging into or using MWA Technology. Students are provided with MWA email addresses and passwords to support their use of MWA Technology. Students are not authorized to share their password and must use extra caution to avoid email scams that request passwords or other personal information.

Compliance Requirement for Students

The AUP is reviewed annually by MWA Leadership and is issued to student families via SchoolMint during registration and re-registration at the beginning of each school year. Students are required to verify that they have read and will abide by the AUP annually. MWA encourages parents/guardians to discuss this policy with their children to ensure their children understand and comply with this policy.

Student AUP & Agreement

Copies of the Acceptable Use Policy and the Student Chromebook Use Agreement are also included in the registration electronic packets for families & student(s). These packets are given to all student(s) at the beginning of the school year. Among the packets forms student(s) are provided the Student Chromebook Use Agreement. This form must be completed and signed by all student(s) and their parents/guardians after going over the AUP together. The signed contract must be returned to the school before the student may begin using the Internet.

Consequences of Breach of Policy

Use of all MWA technology resources is a privilege, not a right. By using MWA's Internet Systems and devices, the student agrees to follow all MWA regulations, policies and guidelines. Students are encouraged to report misuse or breach of protocols to appropriate personnel, including building administrators, direct supervisors and to the Instructional, Applied Tech and Information Technology teams. Abuse of these privileges may result in one or more of the following consequences:

- Suspension or cancellation of use or access privileges.
- Payments for damages or repairs.
- Discipline under appropriate School Division policies, subject to any collective bargaining obligations.



Making Waves Academy

Student Technology Acceptable Use Policy for Digital Information, Communication, and Technology Resources

- Liability under applicable civil or criminal laws.

Communication & Social Media

Students are provided with district email accounts and online tools to improve the efficiency and effectiveness of communication, both within the organization and with the broader community. Communication should be consistent with professional practices used for all correspondence. When using online tools, members of the MWA community will use appropriate behavior:

- a) when a student of the Making Waves Academy is communicating by sending an email*
- b) when the communication impacts or is likely to impact the classroom or working environment at Making Waves Academy.*

All communication sent by a student using district property or regarding district business could be subjected to public access requests submitted through Freedom of Information Act (FOIA). student(s), staff, and faculty need to be aware that data and other material/files maintained on the school district's systems may be subject to review, disclosure, or discovery. Use of personal email accounts and communication tools to conduct school business is strongly discouraged and may open an individual's personal account to be subject to FOIA inquiries. MWA will cooperate fully with local, state, and federal authorities in any investigation concerning or related to any illegal activities or activities not in compliance with school district policies or government regulations

Important Laws¹

Freedom of Information Act (FOIA) - The FOIA is a law that allows for the release of government documents at the request of an individual. A FOIA request can be made to the Making Waves Academy for electronic documents/communications stored or transmitted through district systems unless that information could be detrimental to governmental or personal interests. For more information, visit <http://www.foia.gov/>

Family Educational Rights and Privacy Act (FERPA) - The FERPA law protects the privacy, accuracy, and release of information for student(s), staff, and faculty and families of the Making Waves Academy. Personal information stored or transmitted by agents of the Making Waves Academy must abide by FERPA laws and the MWA is required to protect the integrity and security of student and family information. For more information, visit <http://www.ed.gov/policy/gen/guid/fpco/ferpa/index.html>

¹ The list of definitions (laws and other relevant definitions) is not exhaustive



Making Waves Academy

Student Technology Acceptable Use Policy for Digital Information, Communication, and Technology Resources

Children's Internet Protection Act (CIPA) - Requires schools that receive federal funding through the E-Rate program to protect student(s), staff, and faculty from content deemed harmful or inappropriate. Making Waves Academy is required to filter internet access for inappropriate content, monitor the internet usage of minors, and provide education to student(s), staff, and faculty and staff on safe and appropriate online behavior.

Cost of Equipment

If a violation of this policy results in willful damage to school devices or accessories, pursuant to Education Code Section 48904, the parent or guardian of a minor student shall be liable for the replacement cost for the school devices or accessories, up to an amount not to exceed ten thousand dollars (\$10,000), adjusted annually for inflation. The Division Director or his/her designee will decide the amount that needs to be reimbursed, which will not exceed the original cost of the device or equipment. MWA may, after affording a pupil who has willfully cut, defaced, or otherwise injured MWA devices or accessories his or her due process rights and notifying his or her parent in writing, withhold the grades, diploma, and transcripts of the pupil responsible for the damage or loss until the pupil or the pupil's parent or guardian has paid for the damages. When the minor and parent are unable to pay for the damages, MWA will provide a program of voluntary work for the minor in lieu of the payment of monetary damages. A student over the age of majority shall be liable for the same and shall have the same voluntary work option.

Roles and Responsibilities

1. The Information Technology (IT) Director, or their designee, will serve as the coordinator to oversee access to MWA technology and MWA responsibility, limitations and rights contained in this policy.
2. The Sr. School Director , or their designee, will be responsible for the dissemination of this policy and enforcement of the student responsibilities in their division.

Student Responsibilities When Using MWA Technology:



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	I will	I will not
General Use	<ul style="list-style-type: none"> ● Use MWA technology for educational purposes only ● Follow teacher and administrator instructions at all times ● Exclusively use the e-mail account provided by MWA ● Check my MWA e-mail daily ● Comply with state and federal law² 	<ul style="list-style-type: none"> ● Use MWA technology for non-educational purposes such as, but not limited to, commercial, illegal, religious, recreational or political activities ● Use my personal email account
Digital Citizenship	<ul style="list-style-type: none"> ● Use appropriate, professional language in all digital communication ● Report any inappropriate (vulgar, profane, sexually explicit, hate-based, discriminatory, derogatory or offensive) content to a teacher or administrator ● Report any suspicion of digital harassment or cyberbullying to a teacher or administrator ● Notify a teacher or an administrator immediately if I believe my student account has been compromised ● Take any digital citizenship course required by teachers or administrators, including but not limited to: cyber 	<ul style="list-style-type: none"> ● Create, search, save, display, use or circulate inappropriate material, which includes, but is not limited to: <ul style="list-style-type: none"> ○ Vulgarity ○ Profanity ○ Sexually explicit content ○ Hate-based, discriminatory, derogatory or offensive content ● Harass or bully others online ● Make public a message that was sent privately to me without authorization from the sender ● Download large files unless absolutely necessary for educational purposes ● Send chain letters or engage in spamming ● Plagiarize others' work without proper citation or permission ● Claim to be the author of material created by others ● Illegally download materials protected

² See the [Important laws](#) section for more details



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	<p>ethics, cyber security, digital safety, and cyberbullying</p> <ul style="list-style-type: none"> • Always cite the source of information I find online • Check if the materials I find online are protected by copyright before using it 	<p>by licensing, copyright, or other intellectual property laws including music and movies</p> <ul style="list-style-type: none"> • Load software without permission • Engage in or support cyberbullying
Student Safety	<ul style="list-style-type: none"> • Protect my password • Log off at the end of every session • Keep in mind that all my digital and online activity cannot be permanently erased • Pay attention to all security warning messages • Notify a teacher or administrator if I receive any digital communication that makes me feel unsafe or uncomfortable • Notify a teacher or administrator if I see anything on the internet that makes me feel unsafe 	<ul style="list-style-type: none"> • Allow others to use my account • Send my password by e-mail or digital messaging • Share personal information (address, phone, SSN, date of birth, photos, etc) with strangers, or make it public • Meet in person with someone I met online • Accept a friend invitation on social networks from someone I don't know • Post photos of others without their permission • Post private information about another person • Open e-mail from people who I don't know and don't work at MWA • Click on links or open files sent by people who I don't know and don't work at MWA
Devices and Network	<ul style="list-style-type: none"> • Report security problems or breaches to a teacher or administrator • Keep in mind that the device and networks are owned by the school, and there is no expectation of privacy while I'm using them, inside or outside of MWA campuses • Take good care of all devices 	<ul style="list-style-type: none"> • Bypass security or internet filters (install or utilize proxies) • Attempt to capture others' password • Attempt to modify unauthorized settings • Impersonate or pretend to be someone else online • Attempt to gain access to restricted or unauthorized accounts, network services or devices (hacking) • Tamper with computer hardware or software • Vandalize data, devices, or any



Making Waves Academy

Student Technology Acceptable Use Policy for Digital Information, Communication, and Technology Resources

		<p>technology resources provided by MWA</p> <ul style="list-style-type: none"> ● Invoke computer viruses or malware ● Attempt to interfere with the device antivirus, or any security application present on any device or system. ● Attempt to modify or obscure my IP address, or that of others ● Work directly on teacher or MWA websites without express written permission from Making Waves Academy IT Director ● Create unauthorized wireless networks to access MWA's network. This includes establishing wireless access points, wireless routers and open networks on personal devices
<p>Device Care</p>	<ul style="list-style-type: none"> ● Close the lid and use both hands when transporting it ● Put it inside a backpack to transport it outside of school ● Power down when not using it ● If I take it home, charge it at home every night <ul style="list-style-type: none"> ○ In case I'm unable to charge it at home for reasons outside of my control, I will notify a teacher or administrator ● Inform IT immediately of any malfunction by reporting the issue to a teacher or administrator or who can direct me to the IT office for support ● Keep it in a secure place at all times ● Use it on stable surfaces 	<ul style="list-style-type: none"> ● Loan it to other individuals; ● Place heavy objects on top of it ● Alter its appearance or function in any way (including stickers, markets, etc.) ● Eat or drink while using it ● Leave it unattended (including inside a car) ● Place it in locations prone to be damaged, i.e. on a playground, sports field or thoroughfare ● Keep it near young children or pets ● Remove factory or MWA tags ● Intentionally damage or disrupt it ● Connect unauthorized equipment to it, including USB devices and SD cards ● Disassemble or attempt to repair it



Making Waves Academy

Student Technology Acceptable Use Policy for Digital Information, Communication, and Technology Resources

	<ul style="list-style-type: none"> File a police report in case of theft and provide it to MWA within two (2) business days of the incident Return it to MWA when requested 	
Loss/Theft	<ul style="list-style-type: none"> student(s), staff, and faculty must take reasonable measures to prevent a device from being lost or stolen. 	<ul style="list-style-type: none"> In the event an electronic device is lost or stolen, the student is required to immediately notify appropriate school staff and/or their direct supervisor, local authorities, and the MWA IT Service Desk via email ithelpdesk@mwacademy.org
Distant Learning /Video Meetings	<ul style="list-style-type: none"> Disable cameras and microphones before entering a video meeting Only enable cameras and microphones when instructed Use the appropriate tools to ask a question Be the only person on camera Be in a safe and appropriate environment Report any unsafe behavior to the Dean of Students 	<ul style="list-style-type: none"> Display inappropriate content on cameras Screenshare inappropriate content Say inappropriate content on microphones Write inappropriate messages Spam chat

Making Waves Academy Responsibilities, Limitations and Rights

General use

MWA will provide students access to technology for educational purposes. MWA reserves the right to revoke or restrict student usage of technology anytime, and to apply disciplinary actions for violations of this policy.

Limitation of Liability

1. MWA makes no warranties of any kind, either express or implied, that the functions or the services



Making Waves Academy

Student Technology Acceptable Use Policy for Digital Information, Communication, and Technology Resources

provided by MWA technology will be error-free or without defect. MWA will not be responsible for any damage students may suffer, including but not limited to, loss of data, missed deliveries or interruptions of service. The student and parent agree not to hold MWA for the accuracy or quality of the information obtained through or stored on MWA technology or for any claim of damage, negligence, or breach of duty resulting from the use of MWA technology. MWA will not be responsible for financial obligations arising from a student's unauthorized use of the system.

2. Students will indemnify and hold MWA harmless from any losses sustained by MWA as a result of intentional misuse of the system by the student.
3. MWA will not provide support to MWA technology at times when the school is not operating (after school hours, holidays and school breaks).
4. Parents/guardians are required to supervise and monitor their child's use of MWA Technology including but not limited to their child's access to the internet and any online services through MWA Technology any and all times during which any MWA Technology is being used by their child outside school facilities or school hours to ensure compliance with this policy.

Content filtering

MWA has installed Internet filtering software in a best-effort attempt to block student access to inappropriate and/or harmful content on the Internet. No filtering technology is perfect, and this technology may occasionally fail. In the event that the filtering software is unsuccessful and student(s), staff, and faculty gain access to inappropriate and/or harmful material, MWA will not be liable.

MWA filtering systems adhere to the US Congress enacted CIPA (Children's Internet Protection Act) guidelines, updated 2011: <http://www.fcc.gov/guides/childrens-internet-protection-act>

Guidelines for Online Communication

MWA advises students:

- To never share passwords, personal data, or private photos online.
- To think about what they are doing carefully before posting and by emphasizing that comments cannot be retracted once they are posted.
- That personal information revealed on social media can be shared with anyone including parents, teachers, administrators, and potential employers. Students should never reveal information that would make them uncomfortable if the world had access to it.
- To consider how it would feel receiving such comments before making comments about others online.

Solicitation

Web announcements and online communication promoting a business are prohibited by the MWA Solicitation Policy, exceptions if benefits are judged sufficient and adhere to MWA policies.



Making Waves Academy

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Privacy

Student(s), staff, and faculty should have no expectation of privacy while using MWA technology.

1. MWA reserves the right to monitor the use of the internet through its system, at all times.
2. As required by the Children's Internet Protection Act ("CIPA"), MWA will monitor student(s), staff, and faculty' online activities. Such monitoring may lead to discovery that the student has violated or may be violating, MWA Technology Acceptable Use Policy, the Student-Family Handbook, discipline policies, or the law.
3. MWA reserves the right to employ and review the results of software that searches, monitors and/or identifies potential violations of the Technology Acceptable Use Policy.
4. student(s), staff, and faculty of MWA technology should be aware that their personal files may be discoverable in court and administrative proceedings and in accordance with public records laws.
5. student(s), staff, and faculty of MWA technology should have no privacy expectation in the contents of their personal files and records of their online activity while on MWA technology. MWA does not encourage student(s), staff, and faculty to store personal data on MWA technology - MWA cannot be responsible for the loss or damage of such data.
6. MWA will cooperate fully with local, state, or federal officials in any lawful investigation concerning or relating to illegal activities conducted through MWA technology.

Important Laws³

³ The list of definitions (laws and other relevant definitions) is not exhaustive



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1. Relevant Laws:

- a. **Copyright** - A form of protection provided by the laws of the United States for "original works of authorship", including literary, dramatic, musical, architectural, cartographic, choreographic, pantomimic, pictorial, graphic, sculptural, and audiovisual creations. Violations of copyright law that occur while using the MWA network or other resources are prohibited and have the potential to create liability for the district as well as for the individual. MWA student(s), staff, and faculty must comply with regulations on copyright plagiarism that govern the use of material accessed through the MWA's network. "Copyright" literally means the right to copy but has come to mean that body of exclusive rights granted by law to copyright owners for protection of their work. Copyright protection does not extend to any idea, procedure, process, system, title, principle, or discovery. Similarly, names, titles, short phrases, slogans, familiar symbols, mere variations of typographic ornamentation, lettering, coloring, and listings of contents or ingredients are not subject to copyright.⁴ student(s), staff, and faculty will refrain from using materials obtained online without requesting permission from the owner if the use of the material has the potential of being considered copyright infringement. MWA will cooperate with copyright protection agencies investigating copyright infringement by student(s), staff, and faculty of the computer systems and network of Making waves Academy.
- b. **Plagiarism** - To plagiarize is⁵:
 - i. to steal and pass off (the ideas or words of another) as one's own
 - ii. to use (another's production) without crediting the source
 - iii. to commit literary theft
 - iv. to present as new and original an idea or product derived from an existing source
 - v. unauthorized collaboration with peers or others

In other words, plagiarism is an act of fraud. As defined in section 3294 of the California Civil Code, "Fraud" means an intentional misrepresentation, deceit, or concealment of a material fact known to the defendant with the intention on the part of the defendant of thereby depriving a person of property or legal rights or otherwise causing injury

- c. **Cyberbullying** - Cyberbullying is the "willful and repeated harm inflicted through the use of computers, cell phones, and other electronic devices". The key elements include the following:
 - i. **Willful:** The behavior has to be deliberate, not accidental.

⁴ Source: [US Copyright Office](#)

⁵ Source: [Plagiarism.org](#)



Making Waves Academy

Student Technology Acceptable Use Policy for Digital Information, Communication, and Technology Resources

- ii. Repeated: Bullying reflects a pattern of behavior, not just one isolated incident.
- iii. Harm: The target must perceive that harm was inflicted.
- iv. Computers, cell phones, and other electronic devices: This, of course, is what differentiates cyberbullying from traditional bullying⁶

The most common places where cyberbullying occurs are⁷:

1. Social Media platforms, such as Facebook, Instagram, Snapchat, and Twitter
2. SMS (Short Message Service) also known as Text Message sent through devices Instant Message (via devices, email provider services, apps, and social media messaging features)
3. Email - Bullying in all forms, including cyberbullying, is regulated by the California Education Code⁸ and student(s), staff, and faculty found responsible for engaging in any form of bullying are subject to disciplinary action per the Family Handbook and Suspension and Expulsion Policy.

- d. **Hacking** - Hacking is unauthorized intrusion into a computer or a network. The person engaged in hacking activities is generally referred to as a hacker. This hacker may alter system or security features to accomplish a goal that differs from the original purpose of the system⁹. Accessing a computer system without authorization is illegal under various circumstances, under the United States Code, Title 18, Chapter 47, Sec 1030¹⁰.

e.

2. Other Relevant Definitions

- a. **Chain email** - Chain emails are those that, in the body or subject of the message, asks the recipient to forward the email on to multiple people. Many chain letter emails are hoaxes and/or scams and are often considered to be a security and privacy risk. If the message is forwarded on by a person, it will usually show the names and email addresses of everyone you have sent it to, and possibly the addresses of everyone the last person (from which you received it) also sent it to. The risk is that you do not know if an unscrupulous or malicious person will receive the email with all the email addresses, and what they might choose to do with that list. Many consider chain e-mail to be a type of spam¹¹.
- b. **IP address** - A unique number assigned by an Internet authority that identifies a computer on the Internet. The number consists of four groups of numbers between 0 and 255, separated by periods (dots). For example, 195.112.56.75 is an IP address¹².

⁶ Source: [Cyberbullying Research Center](#)

⁷ Source: [Stopbullying.gov](#)

⁸ Source: Stopbullying.gov, [California State information](#). The California Code of Education can be found [here](#)

⁹ Source: [Techopedia](#)

¹⁰ Source: [Office of the Law Revision Counsel](#)

¹¹ Source: [Webopedia](#)

¹² Source: [Gartner IT Glossary](#)



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- c. **Malware** - In full malicious software, malicious computer programs, or “malicious software,” such as viruses, trojans, spyware, and worms. Malware typically infects a personal computer (PC) through email, Web sites, or attached hardware devices¹³.
- d. **Phishing** - Act of sending e-mail that purports to be from a reputable source, such as the recipient’s bank or credit card provider, and that seeks to acquire personal or financial information. The name derives from the idea of “fishing” for information¹⁴.
- e. **Proxy or proxy sites** - A proxy or proxy site hides the identity of the person using them and allows access to content or websites that are blocked by the MWA firewall or content filters
- f. **Spam** - Usenet messages flooded to many newsgroups indiscriminately. The term is also loosely applied to junk mail¹⁵.

¹³ Source: [Encyclopedia Britannica](#)

¹⁴ Source: [Encyclopedia Britannica](#)

¹⁵ Source: [Gartner IT Glossary](#)

Coversheet

Policy on Chromebook Insurance

Section: IV. Action Items
Item: O. Policy on Chromebook Insurance
Purpose: Vote
Submitted by: Damon Edwards
Related Material:
MWA Chromebook Repair & Replacement Policy and Insurance Agreement ver.3.pdf

BACKGROUND:

The purpose of the Chromebook Insurance Agreement is to offer MWA Parents/Guardians and Students the opportunity to obtain insurance coverage in the event of loss or damage of a Chromebook device or its accessories owned by MWA while under responsibility of the Student. This attached policy includes the following revisions: 1) Changed language to be consistent across all student agreements. 2) Clarified what equipment is covered under student Chromebook insurance plan. 3) Clarification on claims process and what to expect when or if damage occurs (first, second & third incident). 4) Equipment and repair costs if student Chromebook is not insured. 5) Added language outlining the Chromebook return process. 6) Added section for signature and agreement.

RECOMMENDATION:

Please review and adopt the attached policy for the 2020/21 school year.



Making Waves Academy Chromebook Repair & Replacement Policy and Insurance Agreement

The purpose of the Chromebook Insurance Agreement (“Agreement”) is to offer Making Waves Academy (“MWA”) Parents/Guardians and Student(s)s the opportunity to obtain insurance coverage in the event of loss or damage of a Chromebook device (“Chromebook”) or accessories, components, and/or peripherals owned by MWA while under the responsibility of the Student(s). This Agreement is voluntary. MWA will not discriminate against any student(s) or prevent any Student(s) from participating in any educational activity, whether curricular or extracurricular, based on whether or not the Parent(s)/Guardian(s) or Student(s) accepts this Agreement.

Terms

This Agreement is effective from the date of payment and execution of this Agreement until the last day of the school year, the termination of the Student(s)’s enrollment, or the Student(s)’s withdrawal, transfer, or graduation from MWA, whichever is earliest. This policy is also transferable to a replacement device and power adapter.

1. Insurance can be purchased with an inspection of the device
2. The inspection must be performed by a member of the MWA IT Team
3. The deadline to purchase insurance is **November 1st of each school year.**

Insurance Payments

Parent(s)/Guardian(s) and the Student(s) agree to make a nonrefundable payment of **thirty-five dollars (\$35)**, for each Chromebook covered under the plan. This payment activates coverage up to \$800.00 of damage for your Student(s)’ device (Chromebook or power adapter) until the last day of school. Students are allotted two damage reports per year. Parent(s)/Guardian(s) and Student(s)s will be responsible for damages not covered by this policy.

Parents(s)/Guardian(s) not purchasing insurance understand that they are responsible for the full repair and replacement cost for damages to their Student(s)'s Chromebook.



Making Waves Academy Chromebook Repair & Replacement Policy and Insurance Agreement

Payments Options

MWA accepts the following payment types:

1. Cash
2. Checks (Made to Making Waves Academy)
3. School Mint (Debit / Credit Card) (**ONLY until November 1st**)

You can also mail your payments to **Making Waves Academy, 4123 Lakeside Drive Richmond, CA 94806**

Coverage

By entering into this Agreement, the Parent(s)/Guardian(s) and the Student(s) will have their assigned device covered against an assortment of damages. Parent(s)/Guardian(s) and the Student(s) will not be liable to MWA for loss or damages to the Chromebook or Chromebook power adapter.

1. In order to receive coverage, the Student(s) must have paid for insurance on-line during registration or at the front desk of the middle or upper school within 30 days after the start of school.
2. Insurance claims must be filed with the IT department for any damages to the Student(s)'s Chromebook. For example:
 - a. Accidental Damage (Drops & Spills)
 - b. Display & Screen Damage
 - i. Cracked Screen (small or large)
 - ii. The display has multiple lines through
 - c. Power Surges
 - i. By Lighting
 - ii. By Power outage
 - d. Liquid Submersion
 - e. Theft
 - f. Fire, Flood & Natural disaster
 - g. Chromebook Case damage
 - i. Broken hinges/bezels (Chromebook lid not closing properly)



Making Waves Academy Chromebook Repair & Replacement Policy and Insurance Agreement

- h. Keyboard Malfunction
 - i. keys on keyboard not working
 - ii. Trackpad/ mouse not responsive
 - i. Manufacture defects and hardware failures are covered by MWA
3. In case of loss or theft, a police report must be submitted when filing the insurance claim.
 - a. If the loss or damage was a result of a violation of the “MWA Technology Acceptable Use Policy” or the “Chromebook Use Agreement”, the Student(s) may be subject to disciplinary consequences, according to school disciplinary policy, which can be found on the Family Handbook. Violation of the MWA Technology Acceptable Use Policy and Chromebook Use Agreement include, but are not limited to, intentional or willful damage and negligence.
 4. In case a replacement device or accessory is needed, MWA reserves the right to provide the Student(s) with a different make or model that serves the same functionality. The new device or accessories, components, and/or peripherals issued to the student(s) will be covered by this Agreement and any insurance coverage purchased by the student’s family.
 5. The choice of replacement or repair is at the discretion of the IT Director of MWA
 - a. The School Director or his/her designee, in consultation with the IT Director and others as necessary, will be responsible for interpreting these rules or any situation not specified in this Agreement.
 - b. Insurance covers two (2) incidents or up to \$800.00 in damages (whichever occurs first) . Any damages reported after the amount mentioned above is exhausted will be billed to parents of students for the cost of the repair.

Limitations to Coverage

This Agreement does not cover:

1. Lost or stolen devices or accessories *without* a police report
2. Cosmetic damage or other damage that does not affect the function of the device or power adapter
 - a. scratches and dents that do NOT affect the functionality of the device.
3. Damages caused by misuse and abuse of the Chromebook
 - a. Damage caused intentionally or through extreme neglect.



Making Waves Academy Chromebook Repair & Replacement Policy and Insurance Agreement

4. Any device that indicates an attempt to remove or the removal of tamper-proof asset tag stickers.
5. Any device that was not issued to the student
 - a. If your student damages another student’s device, your insurance does not cover the cost of the replacement or repair.

Repair and Replacement

Costs associated with Chromebook repair, replacement or defacing devices are as follows:

Lost or Stolen Chromebook without Insurance	\$275.00
Chromebook Touch Screen LCD	\$180.00
Chromebook Keyboard/Palm Assembly	\$70.00
Chromebook 45w Output Power Adapter	\$40.00
Chromebook LCD Bezel/hinge set /Chromebook back or bottom cover	\$60.00

Pricing is subject to change, based on the current repair facility policies. MWA will communicate any changes in repair or replacement cost to families through school mailings.

Claim Procedures

- Student MUST notify their teacher of the incident
- Go directly to your school’s technology room.
- The Technology Department will examine the Chromebook and/or power adapter to determine if there is a qualified insurance claim.
- If there is a claim, the computer technician will fill out the appropriate paperwork and inform the office staff. You will receive a telephone call, letter, and/or email from office staff when a claim is filed on your child’s Chromebook or power adapter.
- Once the claim is in the process, a loaner will be issued to the student.
- In cases of theft or loss, a copy of a police report must accompany the student before a loaner Chromebook or power adapter is issued. The police report must also directly mention the theft or loss of the Chromebook and the circumstances surrounding the theft or loss.



Making Waves Academy Chromebook Repair & Replacement Policy and Insurance Agreement

First incident

- Students **with insurance** - Repair and replacement costs are covered under insurance policy unless excluded as set forth above
- Students **without insurance** - Repair and/or replacement costs will be invoiced

Second incident

- Students **with insurance** - Repair and replacement costs are covered under insurance policy unless excluded as set forth above
- Students **without insurance** – Repair and/or replacement costs will be invoiced

Third incident and each subsequent incident

- Any damages or loss reported will have an invoice sent for repair and/or replacement cost. (ALL STUDENTS)

If no insurance has been purchased, and the device is damaged or lost or stolen, the parent will be invoiced for the repair costs and/or replacement parts or device.

Fraud, Concealment, and Misrepresentation

Coverage may be denied if the Student(s) willfully defrauds, conceals, and/or misrepresents any material information about the cause of damage or loss of the device.

Returning Your Chromebooks

All Chromebooks must be returned following the guidelines outlined in the computer use policy.

1. All Chromebooks will be collected during **the final two weeks of school** every year.
 - a. Seniors Chromebooks are collected upon the completion of final exams.
 - b. Fifth through Eleventh grade students are required to turn in their assigned Chromebook and power adapter to allow the IT team to perform end of the year maintenance and inventory.
2. Student(s) who have unenrolled or who are not returning to MWA must return their



Making Waves Academy Chromebook Repair & Replacement Policy and Insurance Agreement

Chromebook to the IT Directors office.

3. Any Chromebook not returned will be considered as stolen property
4. Prior to graduating or leaving the MWA:
 - a. Student(s) who may want to save work should use Google Takeout to transfer any work to a personal G-mail account.
 - b. All Chromebook damages **NOT** covered by the insurance plan must be paid in full.

By signing this document I agree to the terms and conditions set forth by the MWA Chromebook Repair & Replacement Policy and Insurance Agreement.

Student

Signature: _____ Date: _____

Parents

Signature: _____ Date: _____

Coversheet

Anchor Solutions Renewal

Section: IV. Action Items
Item: P. Anchor Solutions Renewal
Purpose: Vote
Submitted by: Karen Snider
Related Material: MWA-2020-2021-Master-Contract_Anchor_Solutions.docx

BACKGROUND:

Renewal of Anchor Solutions Contract 2020-21 Fiscal Impact: \$ 250,000 Services Provided to MWA: Anchor Solutions will provide MWA with the following services: initial and triennial IEP school psychological evaluations, educationally related mental health services evaluations (ERMHS), part time on site behavior specialist support (BCBA) 1-2 days a week to support with functional behavior assessments (FBAs)/behavior coaching/management of behavioral aides and behavior plans/collaboration with DOS, SPED, PIR team, and professional development. * Virtual speech pathology: MWA's second preference is to provide virtual speech therapy services and case management through Anchor Solutions in the event that SPG is unable to fulfill on site Speech and Language Pathologist placement for 2020-21.

RECOMMENDATION:

The Director of SPED recommends this contract for approval.

*NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES*

Master Contract

2020-2021

Master Contract

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

LEA _____ **MAKING WAVES ACADEMY**

Contract Year 2020-2021

_____ Nonpublic School

 x Nonpublic Agency

Type of Contract:

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

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

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

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

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2020-2021

CONTRACT NUMBER:

LOCAL EDUCATION AGENCY: 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 (or "Agreement") is entered into on July 1, 2020, between Making Waves Academy, hereinafter referred to as the local educational agency ("LEA"), a member of the El Dorado Charter 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 and licensure specified by CDE Certification and as defined in California Education Code, section 56366 *et seq.* and within the professional scope of practice of each provider's license, certification and/or credential. A current copy of CONTRACTOR's nonpublic school/agency certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired,

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

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

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

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

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

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

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

4. TERM OF MASTER CONTRACT

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

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

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

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

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

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

6. INDIVIDUAL SERVICES AGREEMENT ("ISA")

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

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

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

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

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

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

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

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

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

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

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

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

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

ADMINISTRATION OF CONTRACT

8. NOTICES

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

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

9. MAINTENANCE OF RECORDS

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

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

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

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

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

12. VENUE AND GOVERNING LAW

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

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

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

14. TERMINATION

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

15. INSURANCE

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

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. INDEMNIFICATION AND HOLD HARMLESS

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

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

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

17. INDEPENDENT CONTRACTOR

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

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

18. SUBCONTRACTING

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

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

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

19. CONFLICTS OF INTEREST

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

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

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

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

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

20. NON-DISCRIMINATION

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

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

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

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

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

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

22. GENERAL PROGRAM OF INSTRUCTION

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

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

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

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

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

23. INSTRUCTIONAL MINUTES

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

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

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

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

24. CLASS SIZE

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

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

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

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

25. CALENDARS

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

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

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

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

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

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

26. DATA REPORTING

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

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

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

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. STATEWIDE ACHIEVEMENT TESTING

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

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

29. MANDATED ATTENDANCE AT LEA MEETINGS

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

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

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

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

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

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

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

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

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

31. STUDENT DISCIPLINE

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

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

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

32. IEP TEAM MEETINGS

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

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

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

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

33. SURROGATE PARENTS AND FOSTER YOUTH

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

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

34. DUE PROCESS PROCEEDINGS

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

35. COMPLAINT PROCEDURES

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

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

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

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

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

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

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

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

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

37. TRANSCRIPTS

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

38. STUDENT CHANGE OF RESIDENCE

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

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

39. WITHDRAWAL OF STUDENT FROM PROGRAM

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

40. PARENT ACCESS

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

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

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

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

41. LICENSED CHILDREN’S INSTITUTION (“LCI”) CONTRACTORS AND RESIDENTIAL TREATMENT CENTER (“RTC”) CONTRACTORS

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

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

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

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

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

42. STATE MEAL MANDATE

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

43. MONITORING

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

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

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

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

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

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

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

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

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

PERSONNEL

44. CLEARANCE REQUIREMENTS

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

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

45. STAFF QUALIFICATIONS

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

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

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

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

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

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

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

47. STAFF ABSENCE

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

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

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

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

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

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

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

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

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

50. FACILITIES AND FACILITIES MODIFICATIONS

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

51. ADMINISTRATION OF MEDICATION

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

52. INCIDENT/ACCIDENT REPORTING

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

53. CHILD ABUSE REPORTING

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

54. SEXUAL HARASSMENT

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

55. REPORTING OF MISSING CHILDREN

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

FINANCIAL

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

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

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

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

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

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

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

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

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

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

57. RIGHT TO WITHHOLD PAYMENT

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

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

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

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

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

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

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

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

58. PAYMENT FROM OUTSIDE AGENCIES

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

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

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

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

NONPUBLIC SCHOOL STUDENT ABSENCE

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

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

NONPUBLIC AGENCY STAFF ABSENCE

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

NONPUBLIC AGENCY STUDENT ABSENCE

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

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

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

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

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

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

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

61. INSPECTION AND AUDIT

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

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

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

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

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

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

62. RATE SCHEDULE

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

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

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

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

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

CONTRACTOR

LEA

Nonpublic School/Agency

Making Waves Academy

LEA Name

By: _____
Signature Date

By: _____
Signature Date

Name and Title of Authorized Representative

Alton Nelson, CEO
Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to:

Name and Title	Name and Title Karen Snider, Director of Special Education
Nonpublic School/Agency/Related Service Provider	LEA Making Waves Academy
Address	Address 4123 Lakeside Dr.
City State Zip	City State Zip Richmond CA 94806
Phone Fax	Phone Fax 510-551-9988 F. 510-243-9942
Email	Email ksnider@mwacademy.org

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

Hung Mai, Director of Finance
Name and Title

Address
4123 Lakeside Dr.

City State Zip
Richmond CA 94806

Phone Fax
510-779-1401 F. 510-243-9942

Email
hmai@mwacademy.org

EXHIBIT A: 2020-2021 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

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	_____	_____
<u>Language and Speech (415)</u>	_____	_____
<u>Adapted Physical Education (425)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care (435)</u>	_____	_____
<u>Health and Nursing: Other Services (436)</u>	_____	_____
<u>Assistive Technology Services (445)</u>	_____	_____
<u>Occupational Therapy (450)</u>	_____	_____
<u>Physical Therapy (460)</u>	_____	_____
<u>Individual Counseling (510)</u>	_____	_____
<u>Counseling and Guidance (515)</u>	_____	_____
<u>Parent Counseling (520)</u>	_____	_____
<u>Social Work Services (525)</u>	_____	_____
<u>Psychological Services (530)</u>	_____	_____
<u>Behavior Intervention Services (535)</u>	_____	_____
<u>Specialized Services for Low Incidence Disabilities (610)</u>	_____	_____

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: 2020-2021 ISA

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

(Education Code Sections 56365 et seq.)

This agreement is effective on _____ or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 201____, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency _____ Nonpublic School _____

LEA Case Manager: Name _____ Phone Number _____

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

Address _____ City _____ State/Zip _____

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

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

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

AGREEMENT TERMS:

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

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

3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

A. **INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE:** (Applies to nonpublic schools only): Daily Rate: _____

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

B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							

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				
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)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							

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				
Other (900)							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COSTS\$ _____

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-

-LEA/SELPA-

 (Name of Nonpublic School/Agency)

 (Name of LEA/SELPA)

 (Signature) (Date)

 (Signature) (Date)

 (Name and Title)

 (Name of Superintendent or Authorized Designee)

Coversheet

CCCOE Teacher Induction Program MOU

Section: V. Consent Action Items
Item: A. CCCOE Teacher Induction Program MOU
Purpose: Vote
Submitted by:
Related Material: 20-21 TIP MOU_Electronic signature.pdf



**Contra Costa County Office of Education
Teacher Induction Program**

**MEMORANDUM OF UNDERSTANDING (MOU)
for the CCCOE Teacher Induction Program**

July 1, 2020 – June 30, 2021

This Memorandum of Understanding (MOU) establishes a partnership between the Contra Costa County Office of Education (CCCOE) Teacher Induction Program and District/Partner School, as noted on the signatory page, to carry out the guidelines of SB 2042 and the California Induction Standards. The purpose of this MOU is to establish a formal working relationship between the CCCOE and the District/Partner School to set forth the operative conditions that will govern this partnership.

The goal of this partnership is to increase student achievement through the implementation of a quality teacher induction program, while nurturing the growth and development of participating General Education and Education Specialist teachers. Upon successful completion of the program, teachers earn a formal recommendation for a California Clear Credential.

The partnership will assess itself bi-annually, based on the agreed-upon outcomes. It is expected that measurable progress will be demonstrated in order to continue the partnership. Assuming that the partnership demonstrates measurable progress, and receives continued funding, the partnership will be maintained.

ANTICIPATED OUTCOMES OF THIS AGREEMENT:

- The CCCOE will partner with District/Partner School in implementing an induction program to support eligible teachers who hold a valid CA preliminary credential as outlined in this MOU.
- District/Partner School will, when possible, create a cadre of experienced new teacher support mentors. These support mentors will possess a high level of training and leadership ability and will contribute to District/Partner School as instructional leaders.
- District/Partner School will fully implement the program design incorporating all the necessary support and resources to ensure that participating teachers have every opportunity to successfully complete the induction program to receive their Professional Clear Credential.

THE CCCOE TEACHER INDUCTION PROGRAM AGREES TO:

1. Provide and supervise the Commission-approved induction program which grants a recommendation of a California Clear Credential upon successful completion of all CCCOE Teacher Induction Program activities and requirements.
2. Comply and submit reports or other information on matters related to accreditation or program information related to program requirements and activities to the California Commission on Teacher Credentialing.
3. Consult with District/Partner School (including administration, teacher representatives and other stakeholders) in reviewing the school's needs and resources in relation to new teacher induction.
4. Consult with District/Partner School in developing and/or revising program design and interfacing with the CTC to support participating teachers to receive a Professional Clear Credential.
5. Assist District/Partner School in the recruitment and selection of new teacher mentors according to the California Induction Program Preconditions and Induction Standards and hiring guidelines. Verify qualifications of all mentors and provide final approval for all participating teacher and mentor partnerships according to CTC guidelines.
6. Work with District/Partner School to ensure that efforts are coordinated with and complementary to other school improvement initiatives.
7. Provide training, on-going professional development, and support to mentors and induction participating teachers.
8. Consult with District/Partner School in the design of teacher recruitment and professional development programs related to teacher induction.
9. Make available and advise participating teachers of an Early Completion Option (ECO) for "experienced and exceptional" participating teachers who meet the program's established criteria.
10. Participate in an Induction Program Director network in support of teacher induction programs.
11. Solicit feedback from stakeholders to guide the development and continuous improvement of program processes and systems.
12. Fulfill state requirements for an Induction Program.
13. Verify that the participating teacher has successfully completed all program requirements and submit verifying information/recommendation to the CTC on behalf of the participating teacher in order to apply for a Professional CA Clear Credential

DISTRICT/PARTNER SCHOOL AGREES TO:

1. Designate a coordinator (who holds an administrative position) to serve as the primary contact. The coordinator will represent the District/Partner School on the Leadership Team and support implementation of all program requirements.
2. Designate an induction liaison (lead mentor). The liaison (lead mentor) may represent the school/district on the Leadership Team and will support implementation of all program requirements. One person may hold both roles.
3. Support each qualified CCCOE Teacher Induction new teacher with a trained mentor, assigned within the first 30 days of the teacher's enrollment in the program (See Exhibit C: Participating Teacher/Mentor Ratio Guidelines).
4. Support each qualified CCCOE Teacher Induction California trained Level I Education Specialist with a mentor who holds the same credential as the participating teacher.
5. There is a non-refundable registration fee of \$175 for each Participating Teacher added to the Teacher Induction projections list.
6. Submit a final list of participating teachers and mentors to CCCOE prior to **October 1st** of the current school year.
7. Pay a service fee to CCCOE for Teacher Induction services: Provide \$2,250 per participating teacher (if District/Partner School is providing the mentor) OR provide \$5,250 per participating teacher (if CCCOE is providing the mentor) for each year of the teacher's participation. (See Exhibit A for Program Service Fees)
8. Pay half of the amount by **December 15, 2020**. Pay the balance of the amount by **March 30, 2021**. A late fee of 1% per month will be applied to accounts 30 days past due. Service fees are paid by the District/Partner School, **not** participating teacher(s). A credential recommendation will be made upon receipt of final invoice payment.
9. Ensure sufficient resources are allocated to support participating teachers and mentors with meeting program requirements including:
 - Participating teachers are employed as a teacher of record for a minimum of one course in the area(s) they are authorized to teach
 - At least one hour per week of individualized support/mentoring coordinated and/or planned by the mentor
 - Mentoring activities deliberately designed to provide teachers multiple opportunities to demonstrate growth in the *California Standards for the Teaching Profession*
 - An Individualized Learning Plan, including an Inquiry Action Plan, designed and implemented solely for the teacher's professional growth and not for evaluation and/or employment purposes (See Exhibit B for Confidentiality Policy).
 - Release time for mentor to attend all required professional development and to conduct required observations of the participating teacher

- Individualized Learning Plan goals collaboratively developed by the teacher and mentor, in consultation with the site administrator, within the first 60 days of enrollment
 - Ongoing formative assessment of participating teacher development
 - The use of multiple data sources, such as formative assessment and professional development tools
10. Ensure full cooperation and participation in program activities to include as appropriate:
- Trainings for mentors
 - Mentor attendance at mentor seminars during the year
 - Individual coaching of mentors and other program-related personnel
 - Trainings and meetings for site administrators
 - Professional development for participating teachers
 - On-line communication and coordination
 - Organize and coordinate program Mid-Year Reflection and End of Year Colloquium
11. Ensure that all participating teachers and all leaders in the following roles sign the appropriate program commitment form: coordinator/liaison, site administrator, and mentor.
12. Conduct and participate in program accreditation interviews, evaluations and research activities, to include a program Mid-Year Reflection and End of the Year Survey.
13. Provide professional resources required for program implementation beyond those provided by the induction program.
14. Take organizational action to ensure that the program of new teacher support is sustained.
- Indemnification:** The District/Partner School shall defend, indemnify, save, and hold harmless the County Superintendent and his/her officers and employees from any and all claims, costs and liability for any damages, sickness, death, or injury to person(s) or property, including without limitation all consequential damages, from any cause whatsoever arising directly or indirectly from or connected with the operations or services of the District/Partner School will reimburse the County Superintendent for any expenditures, including reasonable attorneys' fees, the County Superintendent may make by the reason of the matters that are the subject of this indemnification, and if requested by the County Superintendent, will defend any claims or litigation to which this indemnification provision applies at the sole cost and expense of the District/Partner School.
- Termination:**
- In the event that either party does not fulfill the terms of this agreement in a timely manner, the other party may terminate this agreement with a 30-day written notice to the breaching party.
 - In the event that either party determines this agreement is no longer to be bound by the terms, termination may be made with a 30-day prior notice to the date of termination.

Exhibit A
Program Service Fees for 2020-2021

Service	Fee
Teacher Induction Participating Teacher	<p align="center">\$2,250</p> <p>The non-refundable registration fee of \$175 for each Participating Teacher added to the Teacher Induction projections list is included in this fee.</p> <p>The service fee is prorated for withdrawals prior to November 1st as follows:</p> <ol style="list-style-type: none"> 1. September: \$425 (registration included) 2. October: \$675 (registration included) <p>Full service fee after November 1st.</p>
CCCOE Provided Mentor	<p align="center">\$3,000</p> <p>The service fee is prorated for early withdrawals at a cost of \$334 per month.</p>
CCCOE Provided Coordinator/Liaison for schools with more than eight participating teachers and mentors	<p align="center">\$2,500</p>

**Exhibit B
CCCOE TIP Confidentiality Policy**

Confidentiality Policy
<p>One of the basic principles underlying the CCCOE Teacher Induction Program is confidentiality. Participating teachers (PTs) must clearly understand that their mentors are not evaluators; rather the mentor is a colleague whose goal is to assist the PT in applying “best practices” when creating their Individualized Learning Plan (ILP) and working toward receiving a Professional Clear Teaching Credential while teaching in their current district. Communication between the mentor and PT is strictly confidential.</p> <p>It should be noted; however, that mentors and teachers collaborate on the Individualized Learning Plan’s goals in consultation with the site administrator in order to align ILP goals with district/school site goals. A “triad of communication” between the PT, mentor and site administrator helps to ensure optimum support.</p> <p>The ILP and other documents are the property of the PT for the purpose of completing credential requirements, not for evaluation. However, the PT may choose to share accumulated documents with their site administrator.</p> <p>Participation, however, such as attendance at professional development seminars and meetings and completion of Teacher Induction requirements are not confidential. They are documented within the CCCOE Teacher Induction Program database and can be made available for PTs, mentors, site administrators, district coordinators, and district liaisons.</p>

**Exhibit C
Participating Mentor/Teacher Ratio Guidelines**

The recommended ratio of participating teachers to mentors stated below is based on knowledge about learning to teach and knowledge of the level of support necessary to successfully assist participating teachers in maximizing successful teaching and meeting the induction standards.

Mentoring Role	Recommended Number of Participating Teachers
Full-time classroom teacher	1 - 2 Recommended Stipend: \$1,500 - 2,000 per teacher
Partial release classroom teacher	<ul style="list-style-type: none"> ● 20% release supports 3 teachers ● 40% release supports 6 teachers ● 60% release supports 9 teachers ● 80% release supports 12 teachers
Full release mentors (assuming no other duties aside from induction mentoring)	15-18

SIGNATURES OF AGREEMENT:

Name of District/Partner School:	
Mailing Address of District/Partner School:	
City, State, Zip Code of District/Partner School	
Name of Approving Official/Authorized Signatory (person signing below):	
Position/Title:	
Phone Number:	
Email Address:	
Designated Coordinator (to serve as the primary contact):	
Position/Title:	
Phone Number:	
Email Address:	

Electronic signatures below are considered authorized by CCCOE TIP and the District/ Partner School named above and relied upon to constitute a fully executed MOU.

MOU Authorization Has Been Approved By:

District/Partner School Authorized Signatory Date

Bill Clark, Deputy Superintendent, CCCOE Date

Charise DeCoito Date
Nyere da Silva
Program Coordinator, CCCOE Teacher Induction Program

**Email electronically signed MOU to Mary Louise Vander Meulen
mvandermeulen@cccoe.k12.ca.us by May 30, 2020**

Coversheet

Teach for America (TFA) Memorandum of Understanding Renewal

Section: V. Consent Action Items
Item: B. Teach for America (TFA) Memorandum of Understanding Renewal
Purpose: Vote
Submitted by: Elizabeth Martinez
Related Material: FY20 MWA_Charter PSA_TFA.pdf

BACKGROUND:

MWA partners with TFA annually to place new teachers within the school. During the 2020-2021 academic year, MWA has committed to placing up to four TFA teachers within the school.

RECOMMENDATION:

We recommend the board approves the TFA MOU not to exceed \$20,000.

**CHARTER EDUCATIONAL PROFESSIONAL SERVICES AGREEMENT
BETWEEN
TEACH FOR AMERICA, INC AND
MAKING WAVES ACADEMY**

This educational professional services agreement (“Agreement”) is dated October 17, 2019 and is between Teach For America, Inc. (“Teach For America”), a Connecticut non-profit with regional office located at 685 Market Street, Suite 500, San Francisco, CA 94105 and Making Waves Academy (“Charter School”) located at 4123 Lakeside Dr, Richmond, CA 94806 (each, a “Party” and collectively “the Parties”).

RECITALS

WHEREAS, Teach For America is a national leader in recruiting, selecting, training and providing ongoing professional development to individuals committed to closing the achievement gap by serving as effective classroom teachers specifically equipped to enhance student achievement in under-resourced school systems.

WHEREAS, Charter School seeks to recruit new teachers who are trained to lead students to academic achievement and to equip said teachers with ongoing professional development and support to further develop and sustain their professional practice.

NOW THEREFORE, Charter School and Teach For America agree to be bound by the terms and conditions of this Agreement:

AGREEMENT

I. TEACHER CANDIDATE RECRUITMENT, SELECTION AND HIRING

Charter School Responsibilities:

- A. Charter School agrees to hire the following numbers of Teachers from the Teach For America program (the “Agreed Number”):

- (i.) 0-4 Teachers for academic school years 2020-21 and 2021-22, and
- (ii.) 0-4 Teachers for academic school years 2021-22 and 2022-23.

B. Charter School and Teach For America will collaborate to facilitate the hiring of individual Teachers, in accordance with Charter School’s established hiring practices.

Teach For America Responsibilities:

C. Candidate Recruitment and Selection. Teach For America agrees to provide Charter School with the Agreed Number of Teachers, as defined in paragraph D below. While Teach For America will use reasonable efforts to supply the Agreed Number of Teachers, Teach For America does not guarantee its ability to do so.

D. Teacher Sourcing. Teach For America warrants that it will recruit, select, and present to the Charter School for hire teacher candidates who meet applicable federal, state and/or local educational standards and requirements for teacher licensure (herein referred to as “Teachers”) and who hold (or in the process of obtaining) appropriate certification. For the purposes of this Section, only those requirements in effect at the time that the Teacher is offered employment by Charter will be applicable.

II. TEACHER PLACEMENT AND PROFESSIONAL DEVELOPMENT

Charter School Responsibilities:

A. Charter School acknowledges that there is an expectation that it will employ Teachers hired under this Agreement for a minimum of two (2) years, provided that the Teacher remains an employee in good standing within Charter School’s sole discretion. Charter School may

also continue to employ individual Teachers beyond the two year commitment by mutual agreement between Charter School and such Teacher.

- (i.) Charter School agrees that Teachers hired under this Agreement will function as full-time classroom teachers and will not serve as aides, assistants, or in another adjunct capacity.
- (ii.) Charter School will provide Teachers the same salary and benefits as it provides for other similarly-situated teachers employed by Charter School. This obligation extends to providing Teachers returning for their second year of service with at least the same seniority rights and salary as are provided to other full-time alternatively certified second-year teachers. Notwithstanding the above, Teach For America acknowledges it exercises no control of the salary and benefits offered to Teachers by Charter School per this Agreement.
- (iii.) During the term of this Agreement, and to the fullest extent permitted by applicable law and regulation, Charter School will maintain employment practices liability insurance in amounts sufficient to protect its interests.
- (iv.) To the fullest extent permitted by law, Charter School agrees to share Teacher performance data in a timely manner so that Teach For America may provide on targeted professional development. Both Parties acknowledge that sharing this data does not create a joint employment relationship between the Parties. For the avoidance of doubt, Charter School remains solely responsible for all employment-related decisions.
- (v.) Subject to any obligations under pre-existing labor agreements and applicable municipal and state laws and regulations, Charter School shall use reasonable efforts not to terminate any employed Teacher from his/her teaching position in the event of a reduction in force (RIF), layoffs, “leveling” or other elimination or consolidation of teaching positions within Charter School. Charter School shall treat any Teacher employed in connection with this Agreement whose teaching position is eliminated at least as favorably as other teachers with the same job classification, certification status, and/or seniority rights.

- (vi.) For the avoidance of doubt, in the event Charter School is an at-will employer nothing in this Agreement shall be construed to grant additional employment rights to individual Teachers.
- (vii.) Nothing in this Agreement shall be construed to permit Teach For America to interfere in the employment relationship between Charter School and an employed Teacher.
- (viii.) Nothing in this Agreement shall be construed to permit Teach For America to function as the representative of any Teacher absent the express agreement among the Parties and the Teacher that Teach For America may operate in such capacity in a particular circumstance.
- (ix.) Nothing in this Agreement shall be construed to imply that an employer-employee relationship exists between Teach For America and any individual Teacher.
- (x.) Nothing in this Agreement shall be construed to make Teach For America a party to any employment agreement between the Charter School and the Teacher.

B. Compliance with Anti-Harassment and Non-Discrimination Regulations. Teach For America believes all Teachers should be able to work in an atmosphere free from all forms of unlawful discrimination, including sexual harassment and any other form of unlawful harassment based on a characteristic or status protected by law, and as such, wishes to ensure Teachers are placed in safe, inclusive and equitable environments. To that end, Charter School will provide a copy of their internal harassment policies and/or procedures prior to signing this Agreement. Charter School acknowledges that not consistently enforcing their policies and procedures is grounds for termination of this Agreement, and that such judgment is at the sole discretion of Teach For America. Charter School acknowledges that any such termination will be without further Teach For America liability or obligation.

C. Prohibited Activities.

- (i.) Charter School acknowledges that Teachers serving at Charter School may be serving as members of AmeriCorps, and as such, are required to refrain from

engaging, directly or indirectly in certain activities while charging time to an AmeriCorps program, accumulating services hours towards an education award, or otherwise engaging in activities supported by the AmeriCorps program (45 CFR § 2520.65 and 2012 AmeriCorps Provisions IV.D.3). A full list of prohibited activities follows in **Exhibit A**, incorporated herein by reference, but in general, Teachers may not (1) attempt to influence legislation or (2) participate in or endorse political events or activities. For the avoidance of doubt, time spent on such activities may not be included on AmeriCorps timesheets, and Teachers may not wear the AmeriCorps logo or identify themselves as an AmeriCorps member while participating.

Teach For America Responsibilities

- D. Services. Prior to entering the classroom, all Teacher candidates will undergo pre-service training provided by Teach For America. During the course of the academic year, Teach For America will provide professional development services and activities for Teachers. These services may include periodic classroom observations by regional program staff, videotaping of instruction with review of instructional technique, co-investigative discussions to facilitate Teacher capacity for self-reflection and evaluation of instructional practice using student achievement data, and content area/grade-level workshops facilitated by veteran teachers. If professional development services must be provided virtually, at Teach For America's discretion, Teach For America shall provide equivalent services to the extent possible.
- E. Resources. Teach For America will facilitate teacher access to an assortment of resources including sample lesson plans, assessments, grade tracking systems, and content area/grade level instructional materials. Professional development services will be available to all Teachers during their first two years in the classroom.
- F. Data Access

- (i.) During the course of the academic year, Teach For America shall provide on behalf of School District various professional development services and activities for participating Teachers as well as on-line data storage services to facilitate such professional development services (the “Professional Development and Data Storage Services”). These services may include periodic classroom observations by regional program staff, videotaping of instruction with review of instructional technique, co-investigative discussions to facilitate Teacher capacity for self-reflection and evaluation of instructional practice using student achievement data, and content area/grade-level workshops facilitated by veteran teachers. In addition, Teach For America shall facilitate Teacher access to an assortment of resources including sample lesson plans, assessments, grade tracking systems, and content area/grade level instructional materials. These professional development services will be available to all Teachers during their first two years in the classroom. To facilitate provision of these professional development services, Teach For America may provide on-line data storage services, including transfer and storage of identifiable student information on Teach For America’s proprietary software and servers.
- (ii.) To facilitate provision of the Professional Development and Data Storage Services, Charter School may disclose to Teach For America student-related records and personally identifiable information contained in such records (collectively, “Student Records”). Pursuant to its obligations under the Family Educational Rights and Privacy Act, 20 USC §1232g, and its implementing regulations, 34 CFR pt. 99, as each may be amended from time to time (“FERPA”), Charter School hereby acknowledges that, in the course of providing the Professional Development and Data Storage Services, Teach For America is a school official with legitimate educational interests in the Student Records disclosed to Teach For America, pursuant to 34 CFR §99.31(a)(1).
- (iii.) Teach For America agrees to use, maintain, and redisclose Student Records only in accordance with the requirements of FERPA. Without limiting the foregoing, Teach For America agrees that it shall not maintain, use, disclose, or allow access to Student Records except as permitted by this Agreement or as otherwise

authorized by the Charter School or by law, and will use Student Records disclosed by the Charter School only for the purposes for which such disclosure was made.

- (iv.) Charter School acknowledges that Teach For America may re-disclose Student Records to third parties pursuant to Teach For America's provision of the Professional Development and Data Storage Services, as provided in 34 C.F.R. § 99.33(b), provided that Teach For America shall, in advance, provide to Charter School the names of such parties and a brief description of such parties' legitimate educational interest in receiving such information.

G. Certification. Teach For America will ensure that Teachers are enrolled in an alternative certification/licensure program that enables Teachers to obtain necessary credentials to become a classroom teacher of record, according to the requirements of the Every Student Succeeds Act and applicable state regulations in existence at the time of signature of this Agreement.

H. Credentialing. Individual Teachers are responsible for completing all credential requirements. Teach For America is not responsible in the event of any failure by an individual Teacher to fulfill obligations to maintain his/her teaching credentials or obtain necessary waiver(s) to remain a classroom teacher of record.

III. GENERAL PROVISIONS

A. Fees-for-Service. In recognition of the costs incurred by Teach For America for the recruitment, selection, training, and professional development support of Teachers, Charter School agrees to pay Teach For America an annual fee of \$5,000 for each Teach that is employed with Charter School as of December 1st for each year employed under this Agreement.

B. Invoice and Payment. Teach For America will invoice Charter School for all amounts due under this Agreement and Charter School shall make payment to Teach For America on or about January 4th of each academic school year under this Agreement.

A failure to provide an invoice does not constitute a breach on behalf of Teach For America nor does such failure negate the Charter School's responsibility to pay. For the avoidance of doubt, Charter School will be invoiced fees for each of the individual Teacher(s) initially employed by the Charter School. For the avoidance of doubt, Charter School shall pay all invoices within thirty (30) days of the date of the invoice.

- C. Non-Refund Policy. Teach For America has no obligation to refund to Charter School any amount paid by Charter School regarding any Teacher for any reason whatsoever. For the avoidance of doubt, Charter School will be invoiced for fees for each of the individual Teacher(s) initially employed by the Charter School

- D. Term. The term of this Agreement will cover the 2020-21 and 2021-22 academic years (2020 cohort). It will also cover the 2021- 22 and 2022-23 academic years (2021 cohort). This Agreement will expire on the last day of the final cohort's second academic year (2022-23) and may be renewed at the end of the term on the same or substantially similar terms by mutual agreement of the parties.

- E. Termination. This Agreement may be terminated at any time by mutual written agreement of the Parties. In the event of termination, Teach For America will be entitled to all outstanding amounts due up to the date of termination. The Agreement may also be terminated by either Party in the event of a material breach of this Agreement or purpose of this Agreement by either Party, where such breach is incapable of being cured or, if capable of being cured within thirty (30) business days following receipt by the breaching Party of written notice of such breach from the non-breaching Party.

- F. Survivability. In the event of the expiration or termination of this Agreement, Sections IIA and IIB (Charter School Responsibilities) shall survive and will remain in effect until such time as there are no Agreed Number of Teachers in their second year of employment with the Charter School. In addition, Sections IIIF (Survivability), and IIIG (Mutual

Indemnification/Limitation of Liability) shall survive the expiration or termination of this Agreement indefinitely.

G. No Warranty. Charter School hereby agrees and acknowledges that Teach For America does not make and has not made any representation and warranty (express or implied) as to the fitness of any Teacher presented or provided by Teach For America and Charter School shall indemnify and hold harmless the TFA Indemnities (as defined below in the Section related to Mutual Indemnification) from and against any Losses (also defined below in the same Section below) resulting from any claim related to the services provided by Teach For America, including, but not limited to, claims that any Teacher presented or provided by Teach For America was unfit for the position for which he or she was hired by Charter School.

H. Mutual Indemnification / Limitation of Liability

- (i.) To the extent permitted by applicable state laws and regulations, Charter School will indemnify and hold harmless Teach For America and its officers, directors, employees and agents (the "TFA Indemnitees") against any and all losses, liabilities, claims, damages, costs and expenses (including reasonable attorneys' fees) ("Losses") to which such TFA Indemnitee may become subject arising out of the provision by Teach For America to Charter School of services hereunder (including without limitation the designation of Teachers), except to the extent such Losses result from the willful misconduct or gross negligence of such TFA Indemnitee.
- (ii.) Teach For America will indemnify and hold harmless the Charter School and its officers, directors, employees and agents (the "Charter School Indemnitees") against any and all Losses to which such Charter School Indemnitee may become subject arising out of the provision by Teach For America to Charter School of services hereunder, except to the extent such Losses result from the willful misconduct or gross negligence of such Charter School Indemnitee.

- (iii.) Neither Teach For America nor any of its officers, directors, employees or agents shall be liable to Charter School for any Loss incurred by Charter School in connection with the matters to which this Agreement relates, except for a loss resulting from willful misconduct or gross negligence on the part of Teach For America; provided that in no event shall Teach For America and its officers, directors, employees and agents have any liability to Charter School or any such individual Partner School in connection with the matters to which this Agreement relates in excess of the aggregate amount of payments made to Teach For America by Charter School pursuant to this Agreement.
 - (iv.) To the extent permitted by applicable state laws and regulations, neither Party shall have any liability to the other Party for Losses asserted after 6 months of the expiration or termination of this Agreement, whichever is earliest.
-
- I. Employment Status. Teach For America and Charter School agree that none of the Teachers assigned to Charter School under this Agreement is an agent or employee of Teach For America, and no such Teacher has any right or authority to create or assume any obligation, express or implied, on behalf of Teach For America or to bind Teach For America in any respect whatsoever.
 - J. Surveys. Charter School acknowledges that Teach For America may survey individual constituents, teachers, etc. at the school site regarding its programming and professional development of Teachers in the classroom.
 - K. Amendment/Modification. No amendment or modification of this Agreement, and no waiver hereunder, will be valid or binding unless set forth in writing and signed by each Party.
 - L. Non-Assignment. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or

otherwise by either party without the prior written consent of the other party, and any such assignment that is not consented to shall be null and void.

- M. Counterparts. This Agreement may be executed in any number of counterparts (including by electronic transmission), each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. The execution of this Agreement by any Party shall not become effective until counterparts have been executed by all Parties.
- N. Construction. The headings of Sections contained in this Agreement are for convenience only, and they do not, expressly or by implication, limit, define, extend, or construe the terms or provisions of the Sections of this Agreement. Any reference in this Agreement to gender includes all genders. Further, except where expressly specified to the contrary, the words “include,” “including,” and “such as” in this Agreement should be read to mean “include without limitation.”
- O. Governing Law. This Agreement and all matters relating hereto shall be governed by, construed and interpreted in accordance with the laws of the State of California, without regard to the conflict of laws provisions of such State. Any legal suit, action, or proceeding relating to this Agreement must be instituted in the federal or state courts located in California. Each Party irrevocably submits to the exclusive jurisdiction of such courts in any suit, action or proceeding.
- P. Severability. If any term or provision of this Agreement is determined to be illegal, unenforceable or invalid in whole or in part for any reason, such illegal, unenforceable or invalid provisions or part thereof shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this Section (Severability), then such stricken provision shall be replaced, to the extent possible, with a legal, enforceable and valid provision that is as similar in tenor to the stricken provision as is legally possible.

Q. Notices. Any notices to either Party under this Agreement shall be in writing and delivered by hand or sent by nationally recognized messenger service, or by registered or certified mail, return receipt requested, to the addresses set forth below or to such other address as that Party may hereafter designate by notice. Notice shall be effective when received, which shall be no greater than one (1) business day after being sent by a nationally recognized messenger service or three days after being sent by mail.

CHARTER SCHOOL CONTACT

Name: Alton Nelson
Title: Chief Executive Officer
Address: 4123 Lakeside Dr., Richmond, CA
94806
Email: terence@caliberschools.org

TEACH FOR AMERICA:

***With an electronic copy to:**

Name: Paul Keys
Title: Executive Director
Address: 685 Market Street, Suite 500
San Francisco, CA 94105
Email: Paul.Keys@teachforamerica.org

Name: TFA Legal Affairs
Email: LegalAffairs@teachforamerica.org
**Send only notices related to breach of contract and indemnity.*

R. Waiver. A waiver or a breach or default under this Agreement shall not be a waiver of any other subsequent breach or default. The failure or delay in enforcing compliance with any term or condition of this Agreement shall not constitute a waiver of such term or condition unless such term or condition is expressly waived in writing.

S. Entire Agreement/Authority/Binding. This Agreement is the complete and exclusive statement of the agreement between the parties as to the subject matter hereof and supersedes all communications between the parties related to the subject matter of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of Charter School and Teach For America has caused its duly authorized representative to sign this Agreement in the space provided below.

Making Waves Academy

Teach For America

By: _____
Name: Alton Nelson

Chief Executive
Title: Officer

Address: 4123 Lakeside Dr.

Richmond, CA
94806

By: _____
Name: Paul Keys

Executive Director, Bay
Title: Area

Address: 685 Market Street, Suite 500

San Francisco, CA 94105

Teach For America

Contract Owner Attestation:

This contract required legal changes to the required terms and was reviewed/approved by TFA Legal Affairs in this final form.

This contract did not require legal changes and was not reviewed by TFA Legal Affairs.

Name: Marissa Kanemura-Morin

Title: Director, Partnerships

EXHIBIT A

AmeriCorps Prohibited Activities

- A. Teachers may exercise their First Amendment rights, participate in the political process and in the activities listed in this Exhibit A, on their own initiative, on non-AmeriCorps time and using non-AmeriCorps funds and resources.
- B. Charter School acknowledges that the following activities are prohibited for Teachers while charging time to an AmeriCorps program, accumulating service hours toward an education award, or otherwise engaging in activities supported by the AmeriCorps program:
1. Attempting to influence legislation
 2. Organizing or engaging in protests, petitions, boycotts, or strikes
 3. Assisting, promoting, or deterring union organizing
 4. Impairing existing contracts for services or collective bargaining agreements
 5. Providing abortion services or referrals
 6. Engaging in partisan political activities or other activities designed to influence the outcome of an election to any public office
 7. Participating in or endorsing events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials
 8. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization
 9. Providing a direct benefit to, a business organized for profit; a labor union; a partisan political organization; a nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these 9 provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and an organization engaged in the religious activities described in provision 8, above, unless grant funds are not used to support the religious activities.
 10. Conducting a voter registration drives or using CNCS funds to conduct a voter registration drive.
 11. Providing abortion services or referrals for receipt of such services; and
 12. Other activities as the Corporation for National Service may prohibit/

Coversheet

Master Contract Renewal: 2020-2021 SPED Services

Section: V. Consent Action Items
Item: C. Master Contract Renewal: 2020-2021 SPED Services
Purpose: Vote
Submitted by: Karen Snider
Related Material: SELPA-2020-2021-Master-Contract.docx

BACKGROUND:

MWA contracted a number of special education services through Non Public Agencies (NPA) to provide an array of special education services for the 2020-2021 academic year. MWA will utilize this Master SPED Contract for all new and renewal contracts with NPA for the 2020-2021 AY. Master SPED Contract has been provided by El Dorado Charter SELPA and reviewed by Charter Safe. All NPA contracts (new and renewal) will use this master contract and be reviewed by Charter Safe on an individual basis.

RECOMMENDATION:

The Director of SPED recommends this contract for approval.

*NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES*

Master Contract

2020-2021

Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA _____

Contract Year 2020-2021

_____ 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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2020-2021

CONTRACT NUMBER:

LOCAL EDUCATION AGENCY: _____

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: _____

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

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

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

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

2. CERTIFICATION AND LICENSES

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

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

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

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

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

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

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

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

4. TERM OF MASTER CONTRACT

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

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

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

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

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

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

6. INDIVIDUAL SERVICES AGREEMENT ("ISA")

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

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

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

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

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

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

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

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

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

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

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

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

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

ADMINISTRATION OF CONTRACT

8. NOTICES

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

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

9. MAINTENANCE OF RECORDS

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

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

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

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

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

12. VENUE AND GOVERNING LAW

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

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

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

14. TERMINATION

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

15. INSURANCE

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

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. INDEMNIFICATION AND HOLD HARMLESS

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

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

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

17. INDEPENDENT CONTRACTOR

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

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

18. SUBCONTRACTING

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

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

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

19. CONFLICTS OF INTEREST

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

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

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

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

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

20. NON-DISCRIMINATION

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

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

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

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

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

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

22. GENERAL PROGRAM OF INSTRUCTION

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

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

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

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

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

23. INSTRUCTIONAL MINUTES

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

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

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

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

24. CLASS SIZE

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

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

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

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

25. CALENDARS

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

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

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

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

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

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

26. DATA REPORTING

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

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

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

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. STATEWIDE ACHIEVEMENT TESTING

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

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

29. MANDATED ATTENDANCE AT LEA MEETINGS

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

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

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

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

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

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

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

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

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

31. STUDENT DISCIPLINE

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

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

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

32. IEP TEAM MEETINGS

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

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

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

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

33. SURROGATE PARENTS AND FOSTER YOUTH

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

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

34. DUE PROCESS PROCEEDINGS

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

35. COMPLAINT PROCEDURES

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

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

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

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

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

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

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

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

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

37. TRANSCRIPTS

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

38. STUDENT CHANGE OF RESIDENCE

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

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

39. WITHDRAWAL OF STUDENT FROM PROGRAM

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

40. PARENT ACCESS

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

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

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

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

41. LICENSED CHILDREN’S INSTITUTION (“LCI”) CONTRACTORS AND RESIDENTIAL TREATMENT CENTER (“RTC”) CONTRACTORS

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

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

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

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

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

42. STATE MEAL MANDATE

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

43. MONITORING

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

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

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

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

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

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

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

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

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

PERSONNEL

44. CLEARANCE REQUIREMENTS

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

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

45. STAFF QUALIFICATIONS

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

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

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

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

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

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

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

47. STAFF ABSENCE

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

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

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

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

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

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

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

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

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

50. FACILITIES AND FACILITIES MODIFICATIONS

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

51. ADMINISTRATION OF MEDICATION

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

52. INCIDENT/ACCIDENT REPORTING

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

53. CHILD ABUSE REPORTING

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

54. SEXUAL HARASSMENT

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

55. REPORTING OF MISSING CHILDREN

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

FINANCIAL

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

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

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

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

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

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

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

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

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

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

57. RIGHT TO WITHHOLD PAYMENT

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

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

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

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

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

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

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

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

58. PAYMENT FROM OUTSIDE AGENCIES

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

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

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

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

NONPUBLIC SCHOOL STUDENT ABSENCE

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

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

NONPUBLIC AGENCY STAFF ABSENCE

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

NONPUBLIC AGENCY STUDENT ABSENCE

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

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

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

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

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

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

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

61. INSPECTION AND AUDIT

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

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

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

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

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

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

62. RATE SCHEDULE

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

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

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

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

EXHIBIT A: 2020-2021 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

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	_____	_____
<u>Language and Speech (415)</u>	_____	_____
<u>Adapted Physical Education (425)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care (435)</u>	_____	_____
<u>Health and Nursing: Other Services (436)</u>	_____	_____
<u>Assistive Technology Services (445)</u>	_____	_____
<u>Occupational Therapy (450)</u>	_____	_____
<u>Physical Therapy (460)</u>	_____	_____
<u>Individual Counseling (510)</u>	_____	_____
<u>Counseling and Guidance (515)</u>	_____	_____
<u>Parent Counseling (520)</u>	_____	_____
<u>Social Work Services (525)</u>	_____	_____
<u>Psychological Services (530)</u>	_____	_____
<u>Behavior Intervention Services (535)</u>	_____	_____
<u>Specialized Services for Low Incidence Disabilities (610)</u>	_____	_____

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

EXHIBIT B: 2020-2021 ISA

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

This agreement is effective on _____ or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 201____, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency _____ Nonpublic School _____

LEA Case Manager: Name _____ Phone Number _____

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

Address _____ City _____ State/Zip _____

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

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

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

AGREEMENT TERMS:

- Nonpublic School:* The average number of minutes in the instructional day will be: _____ during the regular school year
_____ during the extended school year
- Nonpublic School:* The number of school days in the calendar of the school year are: _____ during the regular school year
_____ during the extended school year
- Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

A. **INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE:** (Applies to nonpublic schools only): Daily Rate: _____

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

B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							

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				
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)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							

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				
Other (900)							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COSTS\$ _____

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-

-LEA/SELPA-

 (Name of Nonpublic School/Agency)

 (Name of LEA/SELPA)

 (Signature) (Date)

 (Signature) (Date)

 (Name and Title)

 (Name of Superintendent or Authorized Designee)

Coversheet

Speech Pathology Group (SPG) Renewal

Section: V. Consent Action Items
Item: D. Speech Pathology Group (SPG) Renewal
Purpose: Vote
Submitted by: Karen Snider
Related Material: MWA-2020-2021-Master-Contract_SPG.docx

BACKGROUND:

Renewal of Speech Pathology Group (SPG) Contract 2020-21 Fiscal Impact: \$ 70,000 Services Provided to MWA: SPG merged with Bright Path Therapy to provide the following on site services: occupational therapy evaluations and therapeutic services, speech and language evaluations, speech and language impairment case management (speech only students), 1-2 days/ week speech therapy group and individual services, IEP meeting attendance and report writing. *On Site speech pathology: MWA's first preference is to provide on site speech therapy services and case management through SPG.

RECOMMENDATION:

The Director of SPED recommends this contract for approval.

*NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES*

Master Contract

2020-2021

Master Contract

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

LEA _____ **MAKING WAVES ACADEMY**

Contract Year 2020-2021

_____ Nonpublic School

 x Nonpublic Agency

Type of Contract:

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

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

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

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

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2020-2021

CONTRACT NUMBER:

LOCAL EDUCATION AGENCY: Making Waves Academy

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: Speech Pathology Group

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

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

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

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

2. CERTIFICATION AND LICENSES

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

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

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

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

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

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

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

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

4. TERM OF MASTER CONTRACT

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

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

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

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

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

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

6. INDIVIDUAL SERVICES AGREEMENT ("ISA")

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

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

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

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

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

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

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

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

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

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

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

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

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

ADMINISTRATION OF CONTRACT

8. NOTICES

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

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

9. MAINTENANCE OF RECORDS

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

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

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

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

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

12. VENUE AND GOVERNING LAW

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

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

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

14. TERMINATION

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

15. INSURANCE

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

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. INDEMNIFICATION AND HOLD HARMLESS

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

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

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

17. INDEPENDENT CONTRACTOR

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

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

18. SUBCONTRACTING

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

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

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

19. CONFLICTS OF INTEREST

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

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

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

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

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

20. NON-DISCRIMINATION

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

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

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

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

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

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

22. GENERAL PROGRAM OF INSTRUCTION

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

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

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

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

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

23. INSTRUCTIONAL MINUTES

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

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

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

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

24. CLASS SIZE

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

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

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

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

25. CALENDARS

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

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

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

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

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

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

26. DATA REPORTING

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

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

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

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. STATEWIDE ACHIEVEMENT TESTING

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

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

29. MANDATED ATTENDANCE AT LEA MEETINGS

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

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

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

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

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

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

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

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

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

31. STUDENT DISCIPLINE

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

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

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

32. IEP TEAM MEETINGS

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

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

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

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

33. SURROGATE PARENTS AND FOSTER YOUTH

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

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

34. DUE PROCESS PROCEEDINGS

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

35. COMPLAINT PROCEDURES

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

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

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

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

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

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

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

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

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

37. TRANSCRIPTS

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

38. STUDENT CHANGE OF RESIDENCE

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

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

39. WITHDRAWAL OF STUDENT FROM PROGRAM

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

40. PARENT ACCESS

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

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

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

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

41. LICENSED CHILDREN’S INSTITUTION (“LCI”) CONTRACTORS AND RESIDENTIAL TREATMENT CENTER (“RTC”) CONTRACTORS

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

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

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

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

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

42. STATE MEAL MANDATE

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

43. MONITORING

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

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

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

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

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

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

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

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

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

PERSONNEL

44. CLEARANCE REQUIREMENTS

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

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

45. STAFF QUALIFICATIONS

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

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

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

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

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

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

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

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

47. STAFF ABSENCE

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

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

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

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

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

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

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

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

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

50. FACILITIES AND FACILITIES MODIFICATIONS

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

51. ADMINISTRATION OF MEDICATION

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

52. INCIDENT/ACCIDENT REPORTING

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

53. CHILD ABUSE REPORTING

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

54. SEXUAL HARASSMENT

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

55. REPORTING OF MISSING CHILDREN

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

FINANCIAL

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

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

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

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

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

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

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

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

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

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

57. RIGHT TO WITHHOLD PAYMENT

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

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

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

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

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

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

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

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

58. PAYMENT FROM OUTSIDE AGENCIES

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

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

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

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

NONPUBLIC SCHOOL STUDENT ABSENCE

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

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

NONPUBLIC AGENCY STAFF ABSENCE

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

NONPUBLIC AGENCY STUDENT ABSENCE

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

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

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

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

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

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

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

61. INSPECTION AND AUDIT

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

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

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

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

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

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

62. RATE SCHEDULE

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

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

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

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

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

CONTRACTOR

LEA

Nonpublic School/Agency

Making Waves Academy
LEA Name

By: _____
Signature Date

By: _____
Signature Date

Name and Title of Authorized Representative

Alton Nelson, CEO
Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to:

Name and Title	Name and Title Karen Snider, Director of Special Education
Nonpublic School/Agency/Related Service Provider	LEA Making Waves Academy
Address	Address 4123 Lakeside Dr.
City State Zip	City State Zip Richmond CA 94806
Phone Fax	Phone Fax 510-551-9988 F. 510-243-9942
Email	Email ksnider@mwacademy.org

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

Hung Mai, Director of Finance
Name and Title

Address
4123 Lakeside Dr.

City State Zip
Richmond CA 94806

Phone Fax
510-779-1401 F. 510-243-9942

Email
hmai@mwacademy.org

EXHIBIT A: 2020-2021 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

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	_____	_____
<u>Language and Speech (415)</u>	_____	_____
<u>Adapted Physical Education (425)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care (435)</u>	_____	_____
<u>Health and Nursing: Other Services (436)</u>	_____	_____
<u>Assistive Technology Services (445)</u>	_____	_____
<u>Occupational Therapy (450)</u>	_____	_____
<u>Physical Therapy (460)</u>	_____	_____
<u>Individual Counseling (510)</u>	_____	_____
<u>Counseling and Guidance (515)</u>	_____	_____
<u>Parent Counseling (520)</u>	_____	_____
<u>Social Work Services (525)</u>	_____	_____
<u>Psychological Services (530)</u>	_____	_____
<u>Behavior Intervention Services (535)</u>	_____	_____
<u>Specialized Services for Low Incidence Disabilities (610)</u>	_____	_____

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: 2020-2021 ISA

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

This agreement is effective on _____ or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 201____, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency _____ Nonpublic School _____

LEA Case Manager: Name _____ Phone Number _____

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

Address _____ City _____ State/Zip _____

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

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

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

AGREEMENT TERMS:

- Nonpublic School:* The average number of minutes in the instructional day will be: _____ during the regular school year
_____ during the extended school year
- Nonpublic School:* The number of school days in the calendar of the school year are: _____ during the regular school year
_____ during the extended school year
- Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

A. **INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE:** (Applies to nonpublic schools only): Daily Rate: _____

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

B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							

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				
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)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							

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				
Other (900)							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COSTS\$ _____

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-

-LEA/SELPA-

 (Name of Nonpublic School/Agency)

 (Name of LEA/SELPA)

 (Signature) (Date)

 (Signature) (Date)

 (Name and Title)

 (Name of Superintendent or Authorized Designee)

Coversheet

Arthur J. Gallagher - 2020-21 Catastrophic Student Accident Insurance Renewal

Section: V. Consent Action Items
Item: E. Arthur J. Gallagher - 2020-21 Catastrophic Student Accident Insurance Renewal
Purpose: Vote
Submitted by: Hung Mai
Related Material: 20.21 CAT SA renewal proposal (Making Waves).pdf

BACKGROUND:

Arthur J. Gallagher & Co. provides Catastrophic Student Accident insurance to MWA, included here is the contract renewal for 2020-21.

RECOMMENDATION:

To review and approve the 2020-21 Catastrophic Student Accident Policy Fiscal Impact: \$2,364

California Charter School Joint Powers Authority

Member: **Making Waives Academy Schools**

Presented: April 13, 2020

Effective: July 1, 2020



2020-2021 Catastrophic Student Accident Insurance Renewal

Loann Le
Vice President

Arthur J. Gallagher & Co. Insurance Brokers of California, Inc.

18201 Von Karman Avenue, Suite 200

Irvine, CA 92612

Loann_Le@ajg.com

Telephone: 949-349-9840 direct



C.C.S.J.P.A.

April 13, 2020

Hung T. Mai
Director of Finance
Making Waves Academy Schools
3220 Blume Drive, Suite 250
Richmond, CA 94806

Re: CCSJPA Catastrophic Student Accident Insurance Proposal fro **Making Waves Academy**
Effective Dates: 7/1/20 – 7/1/21

Dear Hung:

We are pleased to enclose our 2020-2021 Catastrophic Student Accident renewal proposal for your review. This proposal is intended for use as evidence that the insurance, as described herein, has been effected and shall be subject to all terms and conditions of policy(ies) which will be issued upon receipt of your binding instruction. In the event of any inconsistency between this document and the policy(ies), the terms and provisions of such policy(ies) shall prevail. We would like to outline the following notable points for your consideration:

- The insurance carrier is Mutual of Omaha Insurance Company with the A.M. Best Rating of A+ (Superior) and the Financial Status of XV; see Carrier Ratings and Admitted Status page.
- The insurance carrier is Mutual of Omaha Insurance Company, incumbent carrier.
- Renewal premiums for Option #4 is \$2,364.00 annually.
- Gallagher Student Health & Special Risk Commission: 13%. AJG Irvine Commission: 12%
- Premiums are based upon the number of students and is are not subject to annual audit.
- Please refer to the quotation for significant exclusions. Additional restrictions as noted in the quotation will be included in the policy under “Exclusions and Limitations”.
- Immediately report all claims directly to Mutual of Omaha Insurance Company:

US Mail: P. O. Box 31156, Omaha, NE 68131-0156

Telephone: 800-524-2324

Gallagher is responsible for the placement of the following lines of coverage:
Catastrophic Student Accident

It is understood that any other type of exposure/coverage is either self-insured or placed by another brokerage firm other than Gallagher. If you need help in placing other lines of coverage or covering other types of exposures, please contact your Gallagher representative.

- This proposal of insurance features insurance policies which contain cancellation provisions to refund premium other than on a pro-rata basis for such occurrences including but not limited to non-payment of premium (short rate penalty provisions). At your request, we can detail the terms of such cancellation provisions.
- At binding, you commit to any provisions of coverage. There are no flat cancellations allowed.



C.C.S.J.P.A.

To bind this policy, please refer to the “Client Authorization to Bind Coverage” page attached. **Note any changes you desire, date, sign and return** prior to the effective date of coverage.

We appreciate your business and look forward to working with you in the coming year. Please contact me if you have any questions.

Sincerely,

Loann Le

Loann Le
Vice President



C.C.S.J.P.A.

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C.C.S.J.P.A.

Premium Quotation

Carrier Name: Mutual of Omaha Insurance Company
2020-2021 Premium

Catastrophic Student Accident Insurance Making Waves Academy Schools

Plan Design Options	2020 – 2021 Annual Premium Rate With a \$50,000 Deductible		2020 – 2021 Estimated No. of Students	2020 – 2021 Annual Premium
<p>Option #4</p> <p>\$7,500,000 Maximum per Injury</p> <p>10 year benefit period</p> <p>\$500,000 CAT Cash Benefit</p>	PK-8 All Sports	\$1.26	672	\$847
	9-12 All Sports	\$3.62	419	\$1,517
	PK-8 No Football	\$1.07		
	9-12 No Football	\$2.31		
	TOTAL PREMIUM – OPTION #4			

Plan Assumptions:

- Each school that would like to purchase coverage will need to complete the insurance program acceptance form included in the follow pages;
- A master policy will be issued to each school purchasing coverage;
- The insurance carriers allow for one 'coverage class' of students per level PK-8 and 9-12. For example, if a PK-12 school has football at the high school level, all students at the high school level fall into the class for '9-12 All Sports' and all Prek-8 students fall into the class for 'PK-8 No Football'. Similarly, if there is football offered at both the PK-8 level and the 9-12 level, then "PK-8 All Sports" and "9-12 All Sports" must be selected.
- Minimum, Fully-Earned Premium for each school that selects to purchase coverage:
 - **Option #1: \$500; Option #2: \$600; Option #3: \$650; Option #4: \$700**

NOTE: The information contained in this proposal is only an outline of the benefits offered. It is NOT a complete explanation of the policy provisions or specifics of the policy benefits. No coverage is extended via this proposal and no representations are made other than what is stated in the policy. To review a complete description of the program coverage, exclusions, and benefits, please contact us for a specimen copy of the policy.



C.C.S.J.P.A.

Schedule of Benefits

Full Excess ¹ Accident Medical Benefit Maximum	\$7,500,000 or \$1,000,000 per injury/accident
Benefit Period	10 Years from the date of covered accident
Deductible ³	\$50,000
Deductible Establishment Period	2 years
Medically Necessary Hospital Inpatient Services	Included in Medical Maximum
Extended Care Facility Confinement	\$365,000 per year
Combined Home Health Care & Custodial Care	\$25,000
Daily Room & Board Limit	Semi-Private Room Rate
Treatment of Mental Disorders	\$50 per visit, 1 visit per day, 50 visits per year
Chiropractic Benefit	\$1,000 per calendar year
Outpatient Physical Therapy Benefits	\$50,000 per calendar year
Prosthetic Device Benefit -Maximum Benefit Amount	\$200,000 (\$300,000 if amputation of the leg is above the knee)
Accidental Death & Dismemberment	\$10,000
Heart or Circulatory Death Benefit	\$10,000
CAT Cash Benefit – Benefit Included if This Plan Option is Chosen	
Catastrophic Cash Benefit	\$500,000 Maximum Benefit
Lump Sum Payable after the Loss Period has been met	\$100,000
Benefit Amount payable per year thereafter	\$40,000
Maximum Benefit Period	10 Years

¹ This insurance is excess over any other valid and collectible insurance program or similar benefit program available to the Insured Person.

³ Eligible medical expenses under any other insurance policy or service contract will be used to satisfy or reduce the Covered Accident Deductible.



C.C.S.J.P.A.

Exclusions and Limitations

No benefits are payable for:

1. bacterial infection, except infection of and through a wound accidentally sustained;
2. loss from intentionally self-inflicted injury, suicide while sane or insane;
3. loss from commitment of or an attempt to commit a felony, or engagement in an illegal activity;
4. loss from an act of declared or undeclared war;
5. loss from participation in a riot or insurrection;
6. loss from travel or flight in or descent from any aircraft, unless the Insured is a passenger for authorized group or team travel on a regularly scheduled flight on a commercial airline, or is a passenger on an aircraft chartered solely for the purpose of travel which has a valid airworthiness certificate from the jurisdiction in which operated and which is being operated by a duly licensed pilot;
7. charges which exceed the Allowable Expense;
8. charges incurred for dental work unless the Insured sustains an Injury which results in damage to his or her natural teeth;
9. charges incurred for television, telephone, water pitcher, and other personal convenience items, or expenses for other persons, except as may be specifically provided for elsewhere in this policy;
10. charges incurred for services or supplies not specifically provided for in the policy;
11. charges which would not have been made in the absence of insurance or which the Insured is not legally obligated to pay;
12. charges incurred for cosmetic procedures, unless made Medically Necessary by an Injury;
13. charges incurred for eyeglasses, contact lenses, or hearing aids or for any examination or fitting related to these devices unless made Medically Necessary by an Injury;
14. charges incurred for care, treatment, or service which is not Medically Necessary to the diagnosis or treatment of an Injury;
15. charges incurred for the professional services of a person who either lives with the Insured or is an Immediate Family Member;
16. charges incurred for Experimental or Investigational Drug or Treatment;
17. charges incurred for articles of clothing which are intended for use more than once;
18. routine medical examination and related medical services;
19. charges which are recoverable from any other insurance policy, service contract, Workers' Compensation, or other arrangements of insured or self-insured group coverage;
20. charges for mental or nervous disorders, except as specifically provided herein;
21. elective treatment or surgery, health treatment, or examination where no Injury is involved;
22. acts of aggression, assault, or battery (only if instigated by the Insured);
23. fighting or brawling (other than an act of aggression instigated by an Insured);
24. drugs that promote fertility, treat infertility, enable sexual performance, or provide sexual enhancement;
25. injuries associated with activities or travel outside the United States unless the Injury occurred as part of an Activity held outside the United States and the treatment is not considered an Experimental or Investigational Drug or Treatment in the United States;
26. sickness, disease, bodily or mental infirmity, or medical or surgical treatment thereof, or bacterial or viral infection, regardless of how contracted. This does not exclude bacterial infection that is the natural and foreseeable result of an Injury or accidental food poisoning;
27. treatment in any Veterans Administration or federal Hospital, unless there is a legal obligation to pay;
28. Pre-existing Condition;
29. active duty service in any Armed Forces;



C.C.S.J.P.A.

30. voluntary self-administration of any drug or chemical substance not prescribed by or not taken according to the directions of the Physician;
31. Injury caused by, attributable to, or resulting from the Insured's Intoxication;
32. Injury caused by, attributable to, or resulting from the Insured's use of a Controlled Substance unless administered on the advice of a Physician and taking the prescribed dosage;
33. operating a motor vehicle under the influence of a Controlled Substance unless administered on the advice of a Physician and taking the prescribed dosage;
34. operating a motor vehicle while having a blood alcohol level that equals or exceeds the legal limit for operating a motor vehicle in the state or jurisdiction where the Injury occurred;
35. services or treatment incurred to the extent they are paid or payable under any Other Insurance Plan;
36. services or treatment incurred to the extent that they are paid or payable under any automobile insurance policy without regard to fault. This exclusion does not apply in any state where it is prohibited;
37. Injury sustained by reason of a motor vehicle accident to the extent that benefits are paid or payable by any Other Insurance Plan.



C.C.S.J.P.A.

Additional Products & Services

For over 20 years, Gallagher Special Risk has been working with the Higher Education Community to provide insurance solutions; specializing in student health, athletic accident and special risk insurance programs. We provide comprehensive, cost-effective solutions for several hundred colleges, universities and secondary schools nationwide. Gallagher offers services that range from complete administrative management of college student health, athletic accident and special risk programs, to single product management and providing consultative services.

<p>Primary Insurance Verification Services</p> <p>Student-athletes without primary health insurance can be a significant burden on an excess athletic accident insurance policy. Gallagher offers insurance verification services to college and university clients to determine if a student-athlete has active health insurance. This can be a best practice for institutions to catch any students who are uninsured, which in turn protects the athletic accident insurance program.</p>	<p>Complete Concussion Care</p> <p>We've designed a Gallagher Exclusive program with Lloyd's of London that is designed to pay a one-time lump sum payment to a student-athlete who sustained a concussion / traumatic brain injury during a covered school sponsored athletic activity. The lump-sum payment would be distributed to an eligible student-athlete still experiencing symptoms two years beyond the date that their original injury occurred on. This program is designed to fill the gap between an institution's basic accident medical and catastrophic insurance.</p>
<p>International Students & Scholars Health Insurance</p> <p>J-1 and F-1 via status international students and scholars traveling outside of their home country to the United States are eligible for Gallagher's ISS Health Insurance program. This shelf plan provides coverage to your students for doctors' visits, emergency room visits, inpatient and outpatient hospital services, outpatient prescription drug coverage, wellness care, dependent coverage, and 24 hour worldwide assistance services, which includes medical evacuation and repatriation. Our program also offers plan designs which include a benefit for student-athletes who are injured during a covered intercollegiate sporting activity.</p>	
<p>Study Abroad Insurance Plans</p> <p>Gallagher offers both Silver and Gold plans which provide medical services such as physician and emergency room visits, inpatient and outpatient hospital services and pharmacy coverage. The plan also covers medical evacuations (including coverage for natural disasters) and repatriation of remains, and provides a 24-hour worldwide assistance program with services such as trip cancellation, trip interruption, lost luggage, medical referrals and guarantee of payment directly to providers abroad.</p>	<p>Student Health Insurance Plans (SHIP)</p> <p>Gallagher has been offering comprehensive student health insurance programs since 1994. We have direct access to every reputable A rated carrier in this niche. As the largest independent national broker we are able to leverage our expertise to secure favorable coverage terms for your student while providing our student health clients with superior service.</p>
<p>Catastrophic Club / Intramural Accident Plans</p> <p>Athletic departments should also consider the risks associated with their club and intramural sports programs on campus. Insurance policies can be customized to include high limits, lifetime benefit periods and AD&D benefits.</p>	<p>Other Specialty Insurance Products:</p> <ul style="list-style-type: none"> -Accident policies for Camps, Clinics, Tournaments & Other Special Events -Event Cancellation / Loss of Revenue -High Limit Accidental Death & Dismemberment -Prospective Professional Athlete Insurance



C.C.S.J.P.A.

Client Authorization to Bind Coverage

After careful consideration of Gallagher's proposal dated April 13, 2020, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

EFFECTIVE: JULY 1, 2020

Plan Design Options	2020 – 2021 Annual Premium	
<input type="checkbox"/> Option #4	Total Annual Premium	\$2,364

It is understood this proposal provides only a summary of the details; the policies will contain the actual coverages.

We confirm the values, schedules, and other data contained in the proposal are from our records and acknowledge it is our responsibility to see that they are maintained accurately.

We agree that your liability to us arising from your negligent acts or omissions, whether related to the insurance or surety placed pursuant to these binding instructions or not, shall not exceed \$20 million, in the aggregate. Further, without limiting the foregoing, we agree that in the event you breach your obligations, you shall only be liable for actual damages we incur and that you shall not be liable for any indirect, consequential or punitive damages.

Gallagher has established security controls to protect Client confidential information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at <https://www.ajg.com/privacy-policy/>.

I have read, understand and agree that the above-information is correct and has been disclosed to us prior to authorizing Gallagher to bind coverage and/or provide services to us.

By: _____
Signature

Date: _____



C.C.S.J.P.A.

Carrier Ratings and Admitted Status

Proposed Insurance Companies	A.M. Best's Rating & Financial Size Category *	Admitted/Non-Admitted **
Mutual of Omaha Insurance Company	A+ XV	Admitted

*Gallagher companies use A.M. Best rated insurers and the rating listed above was verified on the date the proposal document was created.

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A Best's Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. It is not a warranty of a company's financial strength and ability to meet its obligations to policyholders. Best's Credit Ratings™ are under continuous review and subject to change and/or affirmation. For the latest Best's Credit Ratings™ and Guide to Best's Credit Ratings, visit the A.M. Best website at <http://www.ambest.com/ratings>.

**If coverage placed with a non-admitted carrier, it is doing business in the state as a surplus lines or non-admitted carrier, and is neither subject to the same regulations as an admitted carrier nor do they participate in any state insurance guarantee fund.

Gallagher companies make no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.

Coversheet

LBM Business Services Renewal

Section: V. Consent Action Items
Item: F. LBM Business Services Renewal
Purpose: Vote
Submitted by: Damon Edwards
Related Material: MWA_LBMS_Contract_2020-2021.pdf

BACKGROUND:

LBMS provides eRate administration consulting services. eRate, is a federally mandated program that provides discounts of up to 90 percent to help eligible schools obtain affordable telecommunications and Internet access.

RECOMMENDATION:

Please approve the annual eRate consulting services contract with a fiscal impact of \$14,750.00 in the 2020/21 school year.

LBM Business Services Inc



MAKING WAVES ACADEMY

This Consultant Services Agreement (hereinafter "**AGREEMENT**") made by and between LBM Business Services, Inc (hereinafter "**COMPANY**") located at 1930 Village Center Circle #3-934, Las Vegas, Nevada 89134 and, Making Waves Academy (hereinafter "**CLIENT**" or "**MWA**") 4123 Lakeside Drive, Richmond, California 94806.

COMPANY is engaged in the business of providing Business Services Management, specifically as an eRate/EETT Administrator.

Now, COMPANY and CLIENT, effective as of **July 1, 2020 through June 30, 2021** to each of the following, therefore agree it upon:

1. SCOPE OF SERVICES FROM COMPANY

CLIENT hereby retains COMPANY to render services to CLIENT on a nonexclusive basis for and in connection with the Universal Service Administrative Company (USAC) by providing eRate Administration (See Attachment "C").

2. STATEMENT OF WORK

The COMPANY shall perform that stated in Attachment "B" to this AGREEMENT, Statement of Work, (hereinafter "**Work**") at such time(s) and place(s) as mutually agreed upon by CLIENT and COMPANY.

3. COMPENSATION

The CLIENT shall compensate the COMPANY for the Work stated in Attachment "B" (Statement of Work). In the amounts and manner set forth in Attachment "C"

4. TERMS

See Attachment "C".

5. RIGHTS OF OWNERSHIP

The CLIENT retains exclusive title to all works produced for CLIENT by COMPANY under this AGREEMENT. All computer software programs, specifications, routines, subroutines, formulae, documentation and related materials of which COMPANY develops on behalf of the CLIENT are, and will remain, the sole property of the CLIENT. The CLIENT recognizes, that while it maintains all rights and title to work product created for the CLIENT by COMPANY under this AGREEMENT, it has no right to prevent or profit from the COMPANY's practice of its trade or profession in behalf of any other person, including the exercise of such cumulative general knowledge, experience and skills gained over time by the COMPANY. Upon the conclusion of this



AGREEMENT, COMPANY shall return all records, files, contacts and other proprietary information of CLIENT to CLIENT.

6. CONFIDENTIAL INFORMATION

Confidential information is defined as all information subject to protection by the trade secret laws or student information privacy laws of the State of California or the United States to which information COMPANY may be become privy during this AGREEMENT. COMPANY comply with all applicable laws regarding confidential information and hold all such information in trust and confidence in behalf of CLIENT except as may be authorized for release by CLIENT in writing, or which may become public or otherwise known by a legitimate means. COMPANY is to abide by Confidentiality Agreement (hereinafter Attachment "A").

7. INABILITY

If by reason of accident, illness, mental or physical disability the COMPANY shall be incapacitated or prevented from fully performing its services or obligations under this AGREEMENT, then the COMPANY's services shall be suspended during the period of such illness or failure, refusal, or neglect, and no compensation shall accrue or be payable to COMPANY during such period of suspension. If the COMPANY is unable to perform as defined in this paragraph for ten (10) business days, then the CLIENT may terminate this AGREEMENT without liability to COMPANY except for payment by the CLIENT to COMPANY of authorized, completed services and expenses.

8. RIGHTS OF ASSIGNMENT

Neither this AGREEMENT nor any rights or obligations hereunder may be assigned by either party without the prior written and signed consent by an authorized representative of the other party. This AGREEMENT shall insure the benefit of successors and assignees of he parties.

9. MARKS

Neither party has the right to use the trade name, service mark or trademark of the other, or any affiliated entity for any purpose without the prior written and signed consent of the owner of such trade name, service mark or trademark.

10. NOTICES

All notices and other communication acquired or desired to be sent to either party under this AGREEMENT shall be in writing and personally delivered or sent by registered mail, postage prepaid, return receipt requested, to the address of the appropriate party or parties listed above.

11. APPLICABLE LAW

LBM Business Services Inc



This AGREEMENT, whenever called upon to be construed, shall be governed by the laws of the State of California.

12. NO WAIVER

No waiver by either party of a breach or default hereunder shall be deemed a waiver by such party of a subsequent breach or default of like or similar nature.

13. PARTIAL INVALIDITY

Should any part of this AGREEMENT for any reason be declared invalid, void or unenforceable by a court or governmental agency of competent jurisdiction, such decisions shall not affect the validity of any remaining portion hereof, and the parties hereby acknowledge and agree that they would have executed the remaining without including the part so declared invalid, void or unenforceable.

14. INSURANCE AND INDEMNIFICATION

- I. Without in anyway limiting LBM Business Services Inc liability pursuant to the "Indemnification" section of this AGREEMENT. LBM Business Services Inc. shall procure and maintain during the full term of this agreement the following insurance coverage:
- II. Coverage:
 - a. Coverage for Professional Liability appropriate to LBM Business Services Inc.'s profession covering LBM Business Services Inc's wrongful acts, negligent actions, errors or omissions. As of July 1, 2020
 - b. General Liability Coverage
 - c. Employer's Liability
- III. Limits: LBM Business Services, Inc. shall maintain limits no less than the following:
 - a. Professional Liability – Five Hundred Thousand (\$500,000) per claim
 - b. General Liability - Five Hundred Thousand (\$500,000) per occurrence for bodily injury, personal injury, and property damage and \$1,000,000 aggregate
 - c. Insurance is to be placed with insurers having a current A.M. Best rating of no less than A-:VII or equivalent or as otherwise approved by Making Waves Academy in writing.
 - d. All policies shall provide thirty (30) days advance written notice to Making Waves Academy of cancellation, non-renewal, or reduction in coverage.
 - e. If any policies are written on a claims-made form, LBM Business Services, Inc agrees to maintain such coverage continually throughout



the term of this AGREEMENT and, without lapse, for a period of at least one year beyond the expiration of this AGREEMENT, such that should occurrences during the AGREEMENT term give rise to claims made after expiration of the AGREEMENT, such claims shall be covered.

- f. Should any required insurance lapse during the term of this AGREEMENT, requests for payments originating after such lapse shall not be processed until Making Waves Academy receives satisfactory evidence of reinstated coverage as required by this AGREEMENT, effective as of the lapse date. If insurance is not reinstated, Making Waves Academy may at its sole option, terminate this AGREEMENT effective on the date of such lapsed insurance.
- g. Before commencing any operations under this AGREEMENT, LBM Business Services, Inc. must provide Making Waves Academy with the Certificate of Insurance (Accord Form 25-S or equivalent) signed by the insurer's representative, and additional insured policy endorsements in form (CG 20 10 11 85 or its equivalent) and with insurer's satisfactory to Making Waves Academy evidencing all coverages set forth above, as well as proof that MWA and its officers, agents and employees have been added as additional insureds to the policies, and shall furnish complete copies of policies promptly upon MWA request. Such evidence shall also include a confirmation that coverage includes or has been modified to include the required coverages set forth in section 7 of the general conditions of this AGREEMENT. LBM Business Services, Inc. also understands and agrees that MWA may withhold payment for services performed for any violation of the insurance provisions of this AGREEMENT.
- h. Approval of the insurance by MWA shall not relieve or decrease the liability of LBM Business Services, Inc hereunder.
- i. Any deductible or self-inspired retention must be declared to and approved by MWA. At the option of MWA, the insurer shall either reduce or eliminate such deductibles or self-insured retention.

IV. Indemnification

- a. LBM Business Services, Inc. shall indemnify and hold harmless MWA and its Board members, officers, employees, authorized volunteers and agents from, and if requested, shall defend them against any liabilities, obligations, losses, claims, fines, penalties, damages, judgements, costs or expenses (including legal fees, attorney fees/costs and costs of investigation) (collectively "Losses") or threatened Losses arising from, in connection with or caused in whole or in part by services rendered by COMPANY pursuant to the terms of this AGREEMENT or in any way connected with the rendering of services under this AGREEMENT including but not limited to any claim, threatened claim, suit, action or proceeding against MWA for:



- i. Injury or death of any individual, or the loss, damage or destruction of any real or personal property caused, directly or indirectly, by any act or omission of LBM Business Services, Inc; or its employees, directors, officers, agents, representatives, or subcontractors;
- ii. Any infringement of patent, copyright, trademark, trade secret or other propriety right caused by LBM, Business Services, Inc. or its employees, directors, officers, agents, representatives, or subcontractors; or
- iii. Any violation of law or violation of this AGREEMENT by LBM Business Services, Inc or its employees, directors, officers, agents, representatives or subcontractors.

Notwithstanding the foregoing, LBM Business Services, Inc. shall have no obligation under this section with respect to any Loss that is caused solely by the active negligence or willful misconduct of MWA and is not contributed to by any act or omission (including any failure to perform duty imposed by law) by LBM Business Services, Inc., its subcontractors or either's agent or employees. LBM Business Services, Inc.'s indemnification under this section shall survive termination of this agreement.

15. TERMINATION

This AGREEMENT terminates automatically on the occurrence of any of the following events: (a) the bankruptcy or insolvency of either party; (b) sale of business of either party; (c) the death or permanent disability of either party; or (d) revocation or nonrenewal of the CLIENT charter.

16. COMPANY STATUS

COMPANY is an independent contractor not an employee of CLIENT. COMPANY's employees or subcontractors are not CLIENT's employees. COMPANY and CLIENT agree to the following rights consistent with an independent contractor relationship:

- (a) COMPANY has the right to perform services for others during the term of this AGREEMENT.
- (b) COMPANY has the sole right to control and direct the means, manner and method by which the services required by this AGREEMENT will be performed to the extent the provision of COMPANY's services are consistent with the responsibilities set forth in this AGREEMENT and the attachments to this AGREEMENT as dictated by CLIENT.
- (c) COMPANY has the right to hire assistants as subcontractors, or to use employees to provide the services required by this AGREEMENT.



- (d) COMPANY or COMPANY's employees or subcontractors shall perform the services required by this AGREEMENT; CLIENT shall not hire, supervise or pay any assistants to help COMPANY.
- (e) Neither COMPANY nor COMPANY's employees or subcontractors shall receive any training from CLIENT in the skills necessary to perform the services required by this AGREEMENT.
- (f) CLIENT shall not require COMPANY or COMPANY's employees or subcontractors to devote full time to performing the services required by this AGREEMENT.
- (g) Neither COMPANY nor COMPANY's employees or subcontractors are eligible to participate in any employee pension, health, vacation pay, sick pay or other fringe benefit plan of CLIENT.

17. WORKERS' COMPENSATION

CLIENT shall not obtain workers' compensation insurance on behalf of COMPANY or COMPANY's employees. If COMPANY hires employees to perform any work under this AGREEMENT, COMPANY will obtain workers' compensation insurance for those employees to the extent required by law.

18. LOCAL, STATE AND FEDERAL TAXES

COMPANY shall pay all income taxes and FICA (Social Security and Medicare taxes) incurred while performing services under this AGREEMENT. CLIENT will not:

- (a) Withhold FICA from COMPANY's payments or make FICA payments on COMPANY's behalf;
- (b) Make state or federal unemployment compensation contributions on COMPANY's behalf; or
- (c) Withhold state or federal income tax from COMPANY's payments.

If COMPANY is required to pay any federal, state or local sales, use, property, or value added taxes based on the services provided under this AGREEMENT, the taxes shall be separately billed to CLIENT. COMPANY shall not pay any interest or penalties incurred due to late payment or nonpayment of any taxes by CLIENT.

19. EXCLUSIVE AGREEMENT

This is the entire AGREEMENT between COMPANY and CLIENT. All previous agreements between the parties, if any, whether written or oral, are merged herein and superseded hereby.

LBM Business Services Inc



20. MODIFYING THE AGREEMENT

This AGREEMENT may be supplemented, amended, or modified only by the mutual agreement of both parties. No modification of this AGREEMENT shall be binding unless in writing and expressing an intent to modify the AGREEMENT and signed by both parties.

21. LIMITED LIABILITY

This provision allocates the risks under this AGREEMENT between COMPANY and CLIENT. COMPANY's pricing reflects the allocation of risk and limitation of liability specified below. However, COMPANY shall remain liable for bodily injury or personal property damage resulting from grossly negligent or willful actions of COMPANY or COMPANY's employees or agents while on CLIENT's premises to the extent such actions or omissions were not caused by CLIENT. CLIENT IS NOT LIABLE FOR COMPANY'S LOST PROFITS, OR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF CLIENT HAS BEEN ADVISED BY COMPANY OF THE POSSIBILITY OF SUCH DAMAGES.

22. NO PARTNERSHIP

This AGREEMENT does not create a partnership relationship. Neither party has authority to enter into contracts on the other's behalf.

By signing in the spaces provided below, the parties hereto have agreed to all the terms and conditions of this AGREEMENT as of the effective date set forth above.

CLIENT: Making Waves Academy

Date: _____

By: _____

Title: _____

COMPANY: LBM Business Services, Inc.

Date: 05/12/2020

By: Loretta Mc Donald

Title: President

LBM Business Services Inc



ATTACHMENT "A"

CONFIDENTIALITY AGREEMENT

COMPANY acknowledges that during the course of performing consulting duties with CLIENT or any of its or their corporate affiliates, COMPANY may have access to certain trade secrets. Such trade secrets include, but are not limited to, contractual agreements, computer software programs, systems documentation and related materials which are of a confidential nature, and which are proprietary either to the client or to the vendor from which the CLIENT has acquired rights of use. COMPANY also acknowledges that, with respect to materials or information that is proprietary to a vendor, the CLIENT may be under an obligation to prevent disclosure of such material to unauthorized persons.

In consideration of the CLIENT entering into or continuing the AGREEMENT whereby COMPANY performs services for the CLIENT, COMPANY agrees to use its best efforts and utmost diligence to guard and protect all such trade secrets with which COMPANY may come in contact while COMPANY is consulting to CLIENT. COMPANY will not, either directly or indirectly, during or after the period COMPANY is consulting to the CLIENT, use for itself or divulge to unauthorized persons any trade secrets, which COMPANY may obtain or develop as a result of COMPANY's consulting for the CLIENT.

CLIENT: Making Waves Academy

Date: _____

By: _____

Title: _____

COMPANY: LBM Business Services, Inc.

Date: 05/12/2020

By: Loretta Mc Donald

Title: President



ATTACHMENT "B"

STATEMENT OF WORK

COMPANY: LBM Business Services, Inc.
CLIENT: Making Waves Academy
DATE: May 12, 2020

COMPANY shall perform the following work:

1. Application Process: The application process will include the description of services and certification application (Form 470) that requests for proposals, service order and certification (Form 471) evaluation of proposals for services. Then a criteria matrix for all bids is prepared for review, certification to billed entity of compliance with the Children's Internet Protection Act (CIPA) (Form 479), receipt of services confirmation and certification (Form 486), adjustment to funding commitment or modification (Form 500), and billed entity reimbursement (Form 472) and reconciliation of Quarterly Payment Authorization Report.

There are two types of applications Category 1 and Category 2. Category 1 services are telephone and internet services provided by a selected vendor. Category 1 funds are funded first before any funds are approved for Category 2 funds. Category 2 funds may take several months before funds are allocated depending on the Program Integrity Assurance (PIA) review by Universal Service Administrative Company (USAC). PIA review is a compliance audit completed by USAC to ensure compliance is met on all regulatory measures prior to funding.

A five-year budget based on school enrollment is projected for Category 2 funds. This budget is implemented and maintained on an annual basis in the newly legislated E-Rate Productivity Center (EPC) system.

2. Preparation of data input for application forms: Detailed technology needs are determined by number of classrooms, buildings, and employees for infrastructure networking, and cabling will be communicated by the technology administrator and formatted into application data.
3. Program Integrity Assurance Review: USAC completes a review to ensure compliance of the rules and regulations. This review goes through all documents and paperwork before offering a Funding Commitment Decision Letter (FCDL). Once this letter is received the project is approved.
4. Bid Process: The Bid Process (28 day cycle) begins with the submission of the Form 470 (used as a Request for Proposals). LBM Business Services, Inc's responsibilities will be to gather all bid proposals formulate them into the criteria matrix for review by IT Director.

LBM Business Services Inc



- 5. Vendor Contract: Coordinate with IT Director regarding the establishment of contracts with vendors once the bid process ends. All contracts must refer to the Form 471 application as to services requested.
- 6. Project Management Monitoring: Collaboration with IT Director and vendors to ensure timelines are met and tasks are completed as warranted by Administration and the project itself.

CLIENT: Making Waves Academy

Date: _____

By: _____

Title: _____

COMPANY: LBM Business Services, Inc.

Date: 05/12/2020

By: Loretta Mc Donald

Title: President



ATTACHMENT “C

COMPENSATION

COMPANY: LBM Business Services, Inc.
CLIENT: Making Waves Academy
DATE: May 12, 2020

The CLIENT shall compensate COMPANY under the following schedule of rates and fees for performing the WORK specified by this AGREEMENT:

Consultant: LBM Business Services, Inc
Hourly Rate: N/A
Project Cost: Making Waves Academy - \$14,750.00

Total Cost: \$14,750.00

Payments will be made in twelve increments of **\$1,299.17** and due on the 1st of each month starting July 1, 2020.

Partial periods of work shall be compensated on a pro-rated basis. Time spent in travel shall not be deemed to be compensable time, unless approved in advance by CLIENT in writing or for WORK actually performed during such travel time.

COMPANY shall be responsible for all expenses incurred while performing services under this AGREEMENT. MWA shall not reimburse COMPANY for any expenses it incurs while performing services under this AGREEMENT unless reimbursement of the expense is approved in writing and signed by an authorized representative of MWA in advance.

MWA Project Cost:

Needed Services	Projected Hours	Costs per Application	# of Applications	Total Cost
2018/2019 Follow-up				
Reconciliation of Annual Report (EPC)	Unknown	\$200 per application	2	400.00
2019/2020 Follow-up				
Form 486	4 hours	\$400 per application	2	800.00
Form 479	1.5 hours	\$150 per application	1	150.00
Form 500	2 hours	\$200 per application	1	200.00
PIA Review (Monitoring Process) or Appeal	Unknown	\$200 per application	4	800.00
<u>Application Process 2020/2021</u>				

LBM Business Services Inc



Form 470 (Category 1&2)	4 hours	\$400 per application	2	800.00
Form 471 (Category 1&2)	4 hours	\$400 per application	4	1600.00
Attachments 21's (Category 1&2)	4 hours	\$400 per application	8	3,200.00
Preparation of data for application detail	4 hours	\$200 per application	4	800.00
Administrative Planning	80 hours	\$75 per hour		6,000
Bid Process				
RFP Criteria Matrix				
Eligibility Service Review				
Review of Contracts				
Attachment 21 data input preparation				
Collection of Service Provider Bid Proposals				
Administrative meetings				
Vendor Q & A				
Reconciliation of Quarterly Reports				
EPC Data Input (historical Update)				
EPC Annual Budget Adjustments				
Documentation of Program Files				Free
TOTAL PROJECT COSTS:				\$14,750.00

* Monthly cost of \$1,229.17 per month

CLIENT: Making Waves Academy

Date: 05/12/2020

By: _____

Title: _____

COMPANY: LBM Business Services, Inc.

Date: 05/12/2020

By: Loretta Mc Donald

Title: President

Coversheet

Gaggle Renewal

Section: V. Consent Action Items

Item: G. Gaggle Renewal

Purpose: Vote

Submitted by: Damon Edwards

Related Material:

Gaggle Renewal_-_Making_Waves_Academy_-_Richmond_CA_Contract.pdf

Gaggle 2020 MWA Ins Indem w Cyber Agmt_(YMC draft CLEAN version 051220)_signed (1).pdf

BACKGROUND:

Gaggle provides online monitoring alerting for inappropriate content or content that indicates any student safety concerns. Gaggle monitors content on the G-Suite (Google Apps) and Canvas LMS platforms.

RECOMMENDATION:

Please approve the annual Gaggle renewal contract with a fiscal impact of \$10,675.00 in the 2020/21 school year.



CONTRACT FOR SERVICES
Contract Number: 2020- 49518

This contract by and between Gaggle.Net, Inc. (Gaggle) and Making Waves Academy - Richmond CA (Customer) for good and valuable consideration as set forth hereby agree and contract as follows:

1. Services Provided by Gaggle

Gaggle shall provide the Customer with services as outlined in quote number 49518 included as an appendix and incorporated herein for the duration of the contract term at a price guaranteed herein unless the service changes. In the event of change of services, the term of this agreement remains the same however pricing may vary. Gaggle will notify the Customer of any resulting changes in pricing prior to increase and service change.

2. Contract Term

Service Commencement Date: 2020-07-01

Service End Date: 2021-06-30

Contract End Date: 2023-06-30

3. Services and Payment

Gaggle shall provide services as outlined by the Quote (appendix). Full annual payment is due and payable upon receipt of invoice. Customer is responsible for any and all taxes associated with services. If Customer wishes to begin installation before the contract term start date, Customer may be required to pay a pro-rated cost for early started services. Gaggle will notify the Customer of any charges prior to the early commencement of services.

This agreement provides for fixed pricing over the term of contract. The parties recognize that that the number of accounts may vary over the term of the contract. No amendment to pricing shall take place unless the number of active accounts varies by more than 20% from the original contract numbers.

4. Incorporation by Reference

Upon the commencement of service; Gaggle’s applicable Quote, Invoice, [Terms of Service](#), [Service Level Agreement](#), [Privacy Policy](#), [Student Data Privacy Notice](#), along with future engagements and renewals of service; are hereby acknowledged and incorporated by reference.

We respectfully require a signed contract on file before the start of any services.

Please sign and return this Contract for Services to our Director of Sales Operations, Jennie Eft, via e-mail jennie@gaggle.net or fax 309.665.0171.

Authorized Representative
of Gaggle

Date

Authorized Representative for
Making Waves Academy - Richmond CA

Date



Gaggle.Net, Inc.
P.O. Box 1352, Bloomington, IL 61702-1352
800-288-7750 Fax: 309-665-0171
FEIN: 04-3602422

Gaggle Quote # 49518

Prepared for

Making Waves Academy - Richmond CA

Service Details

Service Description	Quantity	Unit Price	Line Item Total
Gaggle Safety Management for Google - Student (Drive + Email)	1,525.00	\$5.75	\$8,768.75
Gaggle Safety Management for Canvas	1,525.00	\$1.25	\$1,906.25
		Total*	\$10,675.00

Pricing Term: 12 Month Annual

Service Term: 2020-07-01 - 2021-06-30

Contract End Date: 2023-06-30

Valid Through: 09/01/2020

Additional Info:

*Does not include any applicable sales tax.

ADDENDUM TO GAGGLE SERVICES TERMS & CONDITIONS AND SERVICE LEVEL AGREEMENT

FOR MAKING WAVES ACADEMY

IN CONSIDERATION of the mutual promises by Gaggle.Net, Inc. ("Gaggle") and Making Waves Academy in this Addendum, Gaggle and Making Waves Academy agree to the following changes to the Gaggle Services Terms and Conditions and Service Level Agreement.

No modification of this Addendum shall be binding unless in writing and expressing an intent to modify the Addendum and signed by an authorized representative from each party. No unilateral revision to Gaggle's Services Terms and Conditions or Service Level Agreement by Gaggle shall nullify or modify the terms of this Addendum.

Section 3 ("Privacy and Security") of the Gaggle Services Terms and Conditions is amended to read:

Gaggle uses a variety of measures to protect the security and privacy of its users. Users should be aware, however, that Gaggle cannot guarantee security and confidentiality through its Services. Gaggle accepts no responsibility for harm caused directly or indirectly by use of its Services. Users should also be aware that the use of Gaggle Email and/or Email through third-party products such as those from Google Inc. and Microsoft Corporation is not private. Although Gaggle is not obligated to do so, it has the right to review and monitor your content and communications, including but not limited to fulfilling obligations set forth in your contract or Subscription Agreement, to backup or review messages to identify network problems, or to determine whether you comply with our Terms & Conditions. Gaggle, at its discretion, may choose to turn over or make available message content to appropriate Customer school organization personnel, the National Center for Missing and Exploited Children ("NCMEC") and/or law enforcement agencies, if required.

For more information, please also refer to the Gaggle Privacy Policy and Gaggle Student Data Privacy Notice.

Section 4 ("Confidentiality Policy") of the Gaggle Services Terms and Conditions is hereby amended to read:

As used herein, "Confidential Information" shall mean the respective parties' proprietary information or material to which the other party may become aware of as a result of this Agreement, including but not limited to research data, methodologies, products, services, processes, formulas, technology, or other business information disclosed to one party by the other, either directly or indirectly, whether in writing, orally or otherwise, but not including any of the foregoing which was known to the receiving party at the time of disclosure from a source other than the disclosing party or any third party that owed a duty of confidentiality with respect to such information to the disclosing party or which has become publicly known and made generally available through no wrongful act or omission of the receiving party or of others who were under confidentiality obligations with respect thereto. Each party agrees that with respect to the Confidential Information of the other party, during the term of this Agreement and thereafter, such party: (a) shall

at all times maintain the confidentiality of the Confidential Information, using the same degree of care that such party uses to protect its own confidential information of a like nature and, (b) shall not disclose the Confidential Information to any other individual, entity or third party, except as permitted herein or as may be required by (or as deemed advisable by counsel under) applicable law, rule, regulation, court order, legal process or governmental, judicial, regulatory or self-regulatory oversight.

Section 5 (“Family Educational Rights and Privacy Act (FERPA)”) of the Gaggle Services Terms and Conditions is hereby amended to read:

The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. §1232g; 34 CFR Part 99) is a federal law that protects the privacy of student education records. You and Gaggle shall comply with FERPA and its applicable regulations. Gaggle shall not disclose any student’s education records, personal identifiable information or other related records monitored, maintained and retained by Gaggle and/or other Services provided by Gaggle to any third party (other than your school organization) without proper prior written and signed authority. Gaggle shall maintain the privacy and confidentiality of all student education records, and shall make available to your school organization the right to inspect and review the student education records upon request. Gaggle shall not disclose or transmit student education records or information to any unauthorized party without the prior consent of the student, guardian and/or your school organization, or by court order, administrative order or subpoena. Notwithstanding the foregoing, to protect your school or district against the risks involved in handling child pornography, Gaggle registers incidents containing pornographic videos and images of possible minors with the CyberTipline at the National Center for Missing and Exploited Children (“NCMEC”). It is NCMEC’s mission to prevent the spread of child pornography, as well as to prevent the sexual exploitation of children. For more information, consult the Gaggle Student Data Privacy Notice. For more information, consult the Gaggle Student Data Privacy Notice.

Section 10 (“Termination”) of the Gaggle Services Terms and Conditions is hereby amended to read:

Customer may terminate the Services under this Agreement at the end of any contract by providing thirty (30) days written notice of the intent to terminate. Customer or Gaggle may also terminate the Agreement or suspend Services upon breach the conditions of this Agreement, the Gaggle Service Level Agreement (SLA), the contract or Subscription Agreement.

You can cancel your Services by sending your cancellation notice to Gaggle, PO Box 1352, Bloomington, IL 61702-1361, sending email to support@gaggle.net or by fax to 309-665-0171.

Gaggle can, at any time, modify or discontinue any of its Services without liability to any user or third party. Gaggle shall not discontinue any of the Services it provides to Customer pursuant to a contract or Subscription Agreement with Customer without the prior written and signed consent of an authorized representative of Customer.

Section 11 (“Limitation of Liability, Statute of Limitations”) of the Gaggle Services Terms and Conditions is hereby amended to read:

In no event shall Gaggle be liable with respect to Services (i) for any indirect, incidental, punitive or consequential damages of any kind whatsoever. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations and exclusions may not apply to you. You agree that regardless of any statute or law to the contrary, any claim or cause of action against Gaggle arising out of or related to use of Services or the terms of use must be filed within one (1) year after such claim or cause of action arose or be forever barred.

You assume total responsibility for the use of Gaggle Services and use these Services at your own risk. Gaggle exercises no control over and has no responsibility whatsoever for actions taken on the Internet, and Gaggle expressly disclaims any responsibility for such actions. You acknowledge to Gaggle, and for Gaggle's benefit and the benefit of its directors, employees, licensors and agents, that the Services may contain bugs and are not designed or intended for use in mission critical environments requiring fail-safe performance. Notwithstanding the foregoing, Gaggle will make reasonable efforts to timely correct or repair any bugs or defects contained in the Services.

Section 16 ("Indemnity") of the Gaggle Services Terms and Conditions is hereby amended to read:

1. INSURANCE

- a. Without in anyway limiting Gaggle's liability pursuant to the "Indemnification" section of this Agreement, and notwithstanding any other provision of the Gaggle Services Terms and Conditions, Gaggle shall procure and maintain during the full term of this Agreement the following insurance amounts and coverage:

Coverage:

- A. Coverage for Professional Liability appropriate to the Gaggle's profession covering Gaggle's wrongful acts, negligent actions, errors or omissions. The retroactive date (if any) is to be no later than the effective date of this agreement.
- B. Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001).
- C. Gaggle shall secure Cyber Liability Insurance for claims and losses with respect to network or data risks to cover security, privacy, business interruption, cyber extortion, denial of service, data breaches, release of confidential information, unauthorized access/use of information, and identity theft.
- D. Insurance Services Office Automobile Liability Coverage (Form CA 0001), covering Symbol 1 (any auto) if services will be performed on Making Waves Academy premises.
- E. Workers' Compensation and Employer's Liability.

Limits: Gaggle shall maintain limits no less than the following -

- F. Professional Liability - One million dollars (\$1,000,000) per claim.
 - G. General Liability - One million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage and \$2,000,000 annual aggregate.
 - H. Cyber Liability - \$1,000,000 per occurrence and \$2,000,000 aggregate.
 - I. Automobile Liability - One million dollars (\$1,000,000) for bodily injury and property damage each accident limit.
 - J. Workers' Compensation as required by law. Employer's liability insurance in the amount \$500,000 per accident for bodily injury and disease.
- b. Commercial General Liability and Business Automobile Liability policies must provide the following:
- i. Name as Additional Insured the Making Waves Academy and its Board, officers, authorized volunteers, agents, authorizer, and employees.
 - ii. That such policies are primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement and that such policies apply separately to each insured against who claim is made or suit is brought.
- c. Insurance is to be placed with insurers having a current A.M. Best rating of no less than A:VII or equivalent or as otherwise approved by the Making Waves Academy.
- d. All policies shall provide thirty (30) days advance written notice to the Making Waves Academy of cancellation, non-renewal or reduction in coverage.
- e. If any policies are written on a claims-made form, Gaggle agrees to maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of at least one year beyond the expiration of this Agreement, such that should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered.
- f. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the Making Waves Academy receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the Making Waves Academy may, at

its sole option, terminate this Agreement effective on the date of such lapse of insurance.

- g. Before commencing any operations under this Agreement, Gaggle must provide the Making Waves Academy with the certificates of insurance (Accord Form 25-S or equivalent) signed by the insurer's representative, and **additional insured policy endorsements in form (CG 20 10 11 85 or its equivalent)** and with insurers satisfactory to the Making Waves Academy, evidencing all coverages set forth above, and shall furnish complete copies of policies promptly upon the Making Waves Academy's request. Such evidence shall also include a confirmation that coverage includes or has been modified to include the required coverages set forth in section 7 of the General Conditions of this Agreement. Gaggle also understands and agrees that the Making Waves Academy may withhold payment for services performed for any violations of the insurance provisions of this Agreement.
- h. Approval of the insurance by the Making Waves Academy shall not relieve or decrease the liability of Gaggle hereunder.
- i. Any deductible or self-insured retention must be declared to and approved by the Making Waves Academy. At the option of the Making Waves Academy, the insurer shall either reduce or eliminate such deductibles or self-insured retention.

2. **INDEMNIFICATION**

Notwithstanding any other provision of the Gaggle Services Terms and Conditions, Gaggle shall indemnify and hold harmless the Making Waves Academy, its authorizers and its Board members, officers, employees, authorized volunteers and agents from, and if requested, shall defend them, against all liabilities, obligations, losses, damages, judgments, claims, penalties, fines, costs or expenses (including legal fees, attorney's fees and costs and costs of investigation) (collectively "Losses") caused solely by the active negligence or willful misconduct of Gaggle for:

- a. Injury or death of any individual, or the loss, damage or destruction of any real or personal property caused, directly or indirectly, by any act or omission of Gaggle or its employees, directors, officers, agents, representatives, or subcontractors;
- b. Any infringement of patent, copyright, trademark, trade secret or other proprietary right caused by Gaggle or its employees, directors, officers, agents, representatives, or subcontractors; or
- c. Any violation of California or federal law, regulation or ordinance or violation of this Agreement by Gaggle or its employees, directors, officers, agents, representatives, or subcontractors.

Notwithstanding the foregoing, Gaggle shall have no obligation under this section with respect to any Loss that is caused solely by the active

negligence or willful misconduct of Making Waves Academy and is not contributed to by any act or omission (including any failure to perform any duty imposed by law) by Gaggle, its subcontractors or either's agent or employee.

Notwithstanding any other provision of the Gaggle Services Terms and Conditions, Making Waves Academy shall indemnify and hold harmless Gaggle, its Board members, officers, employees, authorized volunteers and agents from, and if requested, shall defend them, against all liabilities, obligations, losses, damages, judgments, claims, penalties, fines, costs or expenses (including legal fees, attorney's fees and costs and costs of investigation) (collectively "Losses") caused solely by the active negligence or willful misconduct of Making Waves Academy for:

- a. Injury or death of any individual, or the loss, damage or destruction of any real or personal property caused, directly or indirectly, by any act or omission of Making Waves Academy or its employees, directors, officers, agents, representatives, or subcontractors;
- b. Any infringement of patent, copyright, trademark, trade secret or other proprietary right caused by Making Waves Academy or its employees, directors, officers, agents, representatives, or subcontractors; or
- c. Any violation of California or federal law, regulation or ordinance or violation of this Agreement by Making Waves Academy or its employees, directors, officers, agents, representatives, or subcontractors.

Notwithstanding the foregoing, Making Waves Academy shall have no obligation under this section with respect to any Loss that is caused solely by the active negligence or willful misconduct of Gaggle and is not contributed to by any act or omission (including any failure to perform any duty imposed by law) by Making Waves Academy, its subcontractors or either's agent or employee.

The indemnification obligations set forth above shall survive termination of the Customer Contract or Subscription Agreement between the parties.

Section 20 ("Choice of Law") of the Gaggle Services Terms and Conditions is hereby amended to read:

This Agreement is made in and shall be interpreted and governed in all respects in accordance with the laws of the State of California without giving effect to any choice of law or conflict of law rules or provisions.

Section 23 ("Compliance") is hereby added to the Gaggle Services Terms and Conditions and reads:

Customer and Gaggle agree to comply with all applicable laws, regulations and ordinances including but not limited to the Children's Online Privacy Protection Act (COPPA), the Student Online Personal Information Protection Act (SOPIPA), the Family

Educational Rights And Privacy (FERPA), and California Education Code section 49073.1.

Section 7 (“Termination”) of the Gaggle Service Level Agreement is hereby amended to read:

Either party may terminate the Services under this SLA at any time by providing thirty-day (30) written notice of the intent to terminate. Gaggle may also terminate or suspend any and all Services immediately, without prior notice or liability, if Customer breaches any conditions set forth in this SLA or in the Terms & Conditions the Customer accepted by clicking the Accept button prior to accessing Gaggle Services. Gaggle can, at any time, modify or discontinue any of its Services without liability to any user or third party. Gaggle shall not discontinue any of the Services it provides to Customer pursuant to a contract or Subscription Agreement with Customer without the prior written and signed consent of an authorized representative of Customer.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their authorized representatives, effective as of the date first set forth above.

**Making Waves Academy
4123 Lakeside Drive
Richmond, CA 94806**

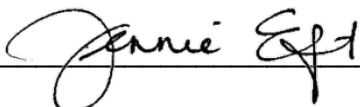
By: _____

Name: _____

Title: _____

Date: _____

**Gaggle
PO Box 1352
Bloomington, IL 61702**

By:  _____

Name: Jennie Eft

Title: Director of Sales Operations

Date: 5/13/2020

Coversheet

OKTA Renewal

Section: V. Consent Action Items
Item: H. OKTA Renewal
Purpose: Vote
Submitted by: Damon Edwards
Related Material: OKTA_Making Waves Academy - (RENEWAL).pdf

BACKGROUND:

Okta is a cloud based platform that provide single sign-on (SSO) access to cloud, and mobile applications. MWA staff sign into Okta with their Windows user name, and launch into web apps, like Kronos (HRIS System) or Gmail, without having to re-enter their credentials. Okta establishes a secure connection with a user's browser and then authenticates the user to Okta-managed apps. MWA also uses the Okta mobile device management (MDM) service that secures mobile devices and configures them to access work email, calendar, and other applications.

RECOMMENDATION:

Please approve the annual OKTA renewal contract with a fiscal impact of \$11,269.97 in the 2020/21 school year.



100 1st Street
 San Francisco, CA 94105
 United States

ORDER FORM
Quote Number: Q-291278
Pricing Valid Through: May 13, 2020
Account Representative: Marian Trandafir

Customer & Billing Details

Sold To
Customer Legal Name: Making Waves Academy
Sold to Contact: Damon Edwards
Email: dedwards@mwacademy.org
Tel: (510) 333-5830
Address: 4123 LAKESIDE DR
 RICHMOND, CA
 94806-1942
 UNITED STATES

Accounts Payable Contact
Bill to Contact: Damon Edwards
Email: dedwards@mwacademy.org
Tel: (510) 333-5830
Address: 4123 LAKESIDE DR
 RICHMOND, CA
 94806-1942
 UNITED STATES

Subscription Terms & Conditions

Start Date: May 31, 2020 **Billing Frequency:** Annual **PO Number:**
End Date: May 30, 2021 **Payment Terms:** Net 30
Term (Months): 12 **Auto Renew:** Yes
Renewal Term (Months): 12 **Currency:** USD

SERVICE	UNIT OF MEASUREMENT	QUANTITY	PRICE/UOM*	TOTAL
IT Products - Okta for Good - Okta Mobility Management	Users per Month	50	4.00	2,400.00
IT Products - Okta for Good - Single Sign-On	Users per Month	159	1.20	2,289.60
IT Products - Okta for Good - MFA	Users per Month	159	1.18	2,248.37
IT Products - Okta for Good - Universal Directory	Users per Month	159	0.75	1,431.00
IT Products - Okta for Good - Lifecycle Management, 1 OIN App	Users per Month	159	0.75	1,431.00
Okta for Good - 25 User Bundle	Users per Month	1	0.00	0.00

SERVICE	UNIT OF MEASUREMENT	QUANTITY	PRICE/UOM*	TOTAL
Support - Basic Success Package	Recurring	1	0.00	0.00
Sandbox - Preview Sandbox	Recurring	1	1,470.00	1,470.00
May 31, 2020 - May 30, 2021 Subtotal				11,269.97
Total:				11,269.97

TOTAL ORDER	11,269.97
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* The Price per Unit of Measurement shown above has been rounded to two decimal places for display purposes. The totals for this order form were calculated using the actuals price, rather than the rounded price shown above and are the true and binding totals for this Order Form.

ADDITIONAL TERMS AND CONDITIONS:

- SERVICE TERMS.** The Service is purchased on a Price per Unit of Measurement (UOM) as defined below:
 - Users per Month** is a per-User subscription basis and Customer may authorize no more than the number of Users specified above. In addition, (i) the number of Users purchased may not be decreased during the Term, (ii) additional Users may be added during the then-current Term at the same pricing as that for the pre-existing Users thereunder, prorated for the remainder of the Term in effect at the time the additional Users are added, and (iii) the added Users shall terminate on the same date as the then-current Term. User subscriptions are for named Users only and cannot be shared or used by more than one User, but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Service.
- PAYMENT TERMS.** Customer will be invoiced in advance in accordance with the Billing Frequency and Payment Terms set forth above for the amount(s) outlined above ("Fees"). Fees shown above do not include any Taxes that may apply. Any such Taxes are the responsibility of the Customer. Except as otherwise expressly stated in the Agreement, all Fees paid to Okta are hereunder nonrefundable and all subscriptions purchased herein are non-cancelable.
- SUBSCRIPTION TERMS.** This Order Form is entered into as of the date last signed below (the "Effective Date") between Okta, Inc. with offices at 100 1st Street, San Francisco, California 94105 ('Okta'), and the Customer listed above ("Customer"). This Order Form incorporates and is subject to the terms set forth in the current Okta Inc. Master Subscription Agreement found at www.okta.com/terms ('Agreement'). To the extent that the terms of the Agreement are in conflict with the terms and conditions of this Order Form, the terms and conditions of this Order Form shall control. There will be no force to any different terms of any related purchase order or similar form event if signed by the parties after the date hereof.

The parties' authorized signatories have duly executed this Order Form as of the Order Form Effective Date:

OKTA, INC.:

CUSTOMER

By: _____
 Name: _____
 Title: _____

By: _____
 Name: _____
 Title: _____

Date: _____

Date: _____

Okta for Good - 25 User Bundle CONTAINS THE FOLLOWING SERVICES.

Effective on the Start Date of this Order Form, Customer is entitled to the following Products, Quantities, and Price/UOM defined in the table below.

PRODUCT	UNIT OF MEASUREMENT	QUANTITY
25 User Bundle - Adaptive MFA	Users per Month	1.00
25 User Bundle - Lifecycle Management, Unlimited	Users per Month	1.00
25 User Bundle - Single Sign-On	Users per Month	1.00
25 User Bundle - Universal Directory	Users per Month	1.00

Coversheet

Cisco Renewal

Section: V. Consent Action Items

Item: I. Cisco Renewal

Purpose: Vote

Submitted by: Damon Edwards

Related Material:

CDW_Cisco_Making Waves Academy Firewall & VPN SubscriptionRenewal thru 06-30-21 (1).pdf

CDW_Cisco_Making Waves Academy Switches SMARTnet Renewal thru 06-30-21 (1).pdf

BACKGROUND:

Cisco Smartnet support contracts provide technical and hardware warranty support for all network and firewall equipment utilized across the MWA campus.

RECOMMENDATION:

Please approve the annual Cisco renewal quotes with a combined fiscal impact of \$67,040.32 in the 2020/21 school year.

**SUBSCRIPTION RENEWAL QUOTE FOR MAKING WAVES ACADI
EFFECTIVE COVERAGE CO-TERMED THROUGH JUNE 30, 2021**



CDW
Account Manager: Austin Romero (Y414)
120 S Riverside
Chicago, IL 60606
(312) 547-2890 phone

Please Note: This Quote is valid until June 25, 2020

Quotes Generated On: April 28, 2020

CDW Proprietary and Confidential

Contract Type	Contract Number	Quote Number	Service Description	Annual Cost	Prorated Cost	Discounted Cost
ANYSL	New	471057772	Subscription ANYSL	\$ 750.00	\$ 750.00	\$ 427.50
FTDMI	201797644	471057772	Subscription FTDMI	\$ 26,000.00	\$ 22,616.44	\$ 12,891.37

Total: \$ 26,750.00 **\$ 13,318.87**

Customer is responsible to pay freight charges. Estimated or actual freight charges are not included in quotes (unless specifically stated). This quote excludes sales tax (unless specifically stated).

Services

By ordering or accepting delivery of Products from Seller or by engaging Seller to perform or to procure Services on behalf of Customer, Customer thereby signifies its agreement with Seller: (i) The terms and conditions provided on this link apply: <http://www.cdw.com/content/terms-conditions/default.aspx>, except if there is an effective written agreement between the parties applicable to the Transaction, then the terms and conditions governing the Transaction are those contained in such effective written agreement; and (ii) that if Customer delivers or conveys to Seller by any means: (a) any additional terms or conditions; or (b) any terms or conditions that differ in any respect, material or otherwise, from those governing the Transaction, then such terms or conditions will be null and void unless

accented in a writing executed by the authorized signatories of both

**SMARTnet RENEWAL QUOTE FOR MAKING WAVES ACADEMY
EFFECTIVE COVERAGE CO-TERMED THROUGH JUNE 30, 2021**



CDW
Account Manager:
120 S Riverside
Chicago, IL 60606
(312) 547-2890 ph

Please Note: This Quote is valid until June 18, 2020

Quotes Generated On: May 06, 2020

CDW Proprietary and Confidential

Contract Type	Contract Number	Quote Number	Service Description	Annual Cost	Prorated Cost	Discounted Cost
SNT	95717841	421057542	8x5xNext Business Day	\$ 66,616.83	\$ 75,898.78	\$ 50,852.35
SNT	95717841	421057542	Premium 24x7x4	\$ 4,048.02	\$ 4,414.00	\$ 2,869.10

Total: \$ 70,664.85 **\$ 53,721.45**

Customer is responsible to pay freight charges. Estimated or actual freight charges are not included in quotes (unless specifically stated). This quote excludes sales tax (unless specifically stated).

Acceptance of Terms and Conditions of Sales and Services

By ordering or accepting delivery of Products from Seller or by engaging Seller to perform or to procure Services on behalf of Customer, Customer thereby signifies its agreement with Seller: (i) The terms and conditions provided on this link apply:

<http://www.cdw.com/content/terms-conditions/default.aspx>, except if there is an effective written agreement between the parties applicable to the Transaction, then the terms and conditions governing the Transaction are those contained in such effective written agreement; and (ii) that if Customer delivers or conveys to Seller by any means: (a) any additional terms or conditions; or (b) any terms or conditions that differ in any respect, material or otherwise, from those governing the Transaction, then such terms or conditions will be null and void unless accepted in a writing executed by the authorized signatories of both parties.

Austin Romero (Y414)

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ione

Coversheet

SolarWinds Service Desk Renewal

Section: V. Consent Action Items
Item: J. SolarWinds Service Desk Renewal
Purpose: Vote
Submitted by: Damon Edwards
Related Material: SolarWinds Making Waves Academy - Renewal Quote 2020.pdf

BACKGROUND:

SolarWinds Service Desk is an online customer service desk ticketing and equipment inventory system utilized by the MWA IT, Data and Assessment, and Operations teams. The platform provides the following functionality: 1) Consolidates, manages, and prioritizes incoming tickets and requests. 2) Service catalog standardizes service request and fulfillment processes. 3) Fully integrated IT asset management compiles hardware, software, POs, and more. 4) Service portal for users to have a single place to submit tickets and requests. 5) Robust reporting to track performance metrics.

RECOMMENDATION:

Please approve the annual SolarWinds Service Desk renewal contract with a fiscal impact of \$16,488.00 in the 2020/21 school year.



ORDER FORM

Order Form For: Making Waves Academy
 Prepared By: Joshua Bronson
 Phone: (919) 439-6769
 Email: joshua.bronson@samanage.com

Order Form Expiration Date: 5/1/2020

Payment Method: Check
 Payment Terms: Net 30
 Contract Terms: Paid Upfront

Account Name: Making Waves Academy
 Billing Address: 4123 Lakeside Drive,
 Richmond, CALIFORNIA 94806

Contact Name: Athena Draper
 Phone: 5104100887

Subscriptions:

Product	Months	Quantity	Monthly Price	Total
Professional - Service Agent User	12	20	\$46.20	\$11,088.00
Professional - Asset Management	12	1,800	\$0.25	\$5,400.00
			Total Contract Cost (USD):	\$16,488.00

Terms & Conditions:

Governing Agreement:

This Order Form is governed by the <http://solarwinds.com/legal/legal-documents> which agreement is incorporated into this order form for all purposes, or if the parties have signed written agreement, then that written agreement governs.

This proposal is intended for quoting purposes only. The final invoiced amount may change based on the actual contract start date. Prices shown do not include any taxes that may apply. If taxes are required by your State - Solarwinds 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 (www.samanage.com/electronic-record-and-signature-disclosure/).

Acceptance: Signed on behalf of Making Waves Academy by:

Name

Title

Signature

Date

Coversheet

Altura Renewal

Section: V. Consent Action Items
Item: K. Altura Renewal
Purpose: Vote
Submitted by: Damon Edwards
Related Material: Altura MWA Maintenance Proposal 5 1 2020.pdf

BACKGROUND:

Altura provides technical and hardware warranty support for our phone system.

RECOMMENDATION:

Please approve the annual maintenance contract with a fiscal impact of \$7,745.00 in the 2020/2021 school year.

Maintenance

Altura Communication Solutions

1540 S. Lewis St.
Anaheim, CA 92805



Exhibit A – Order Form

Quote For MASTER SALES AND MAINTENANCE AGREEMENT ("Agreement") dated February 22, 2017 by and between Altura Communication Solutions, LLC and **Making Waves Academy** ('Customer')

PREMISES (INSTALLED AT):

Making Waves Academy
Site: 26406 - Making Waves Academy
4123 Lakeside Drive
Richmond, CA 94806
Damon Edwards
(510) 964-2403
dedwards@mwacademy.org

SERVICES PERFORMED FOR:

BillTo: Making Waves Academy - 70170118
Making Waves Academy
Site: 26406 - Making Waves Academy
4123 Lakeside Drive
Richmond, CA 94806
Damon Edwards
(510) 964-2403
dedwards@mwacademy.org

PRICING & DATES

Purchase Price * \$0.00
Support Paid Up-Front \$7,745.00
TOTAL \$7,745.00
Support to be billed \$0.00

Contract Presented May 1, 2020
Delivery * TBD
Installation Start * TBD
Cutover * TBD
In Service * TBD

** Includes installation and shipping if applicable, but excludes taxes*

** Estimated*

ATTACHMENTS

- Coverpage
- Exhibit A, Exhibit B and Schedule 1
- Support Details

Upon execution by both parties, this Order Form shall be incorporated into the Agreement.

Altura Communication Solutions, LLC

Making Waves Academy

By

By

Name

Name

Title

Title

Date

Date

Schedule 1 – Quote & Exhibit B

This quote is only good for 45 days, effective: **05/01/2020**.

Vendor	Description	List Price	Sale Price
Altura	Advantage PP	\$6,749.96	\$6,749.96
Avaya	Avaya Support PP	\$995.04	\$995.04
	SUPPORT Paid Up-Front	\$7,745.00	\$7,745.00
	SUPPORT TOTAL	\$7,745.00	\$7,745.00
	TOTAL At Time of Sale	\$8,224.50	\$7,745.00
	GRAND SOLUTION TOTAL	\$8,224.50	\$7,745.00

<i>All Pricing Excludes Taxes</i>		
100.00%	Due at Acceptance	\$7,745.00

Upon execution by both parties, this Schedule shall be incorporated into the Agreement.

Altura Communication Solutions, LLC

Making Waves Academy

By

By

Name

Name

Title

Title

Date

Date

Support Details

Part #	Description	Term	QTY	Unit List	Ext List	Location	Unit Sale	Sale Price
271605	AVAYA IPO RTS 24X7 - 500 V2 1YPP #	12 months	1	\$82.92	\$995.04	Main	\$82.92	\$995.04
						Avaya Support PP		\$995.04
						AVAYA SUPPORT TOTAL		\$995.04
Altura Advantage	Altura Advantage	12 months	1	\$383.33	\$4,599.96	Main	\$383.33	\$4,599.96
000001	Avaya CM 76-150 Licenses ALTURA LABOR 8X5 HWNBD PP	12 months	1 Servers, 137 Licenses			All Locations	\$1,707.00	\$1,707.00
000002	IPO COMBO CARD VM ALTURA LABOR 8X5 HWNBD PP	12 months	1 Combo Cards			All Locations	\$70.00	\$70.00
000003	IPO STA UNIT ALTURA LABOR 8X5 HWNBD PP	12 months	2 STA Units			All Locations	\$148.00	\$148.00
000004	VM Pro Server ALTURA LABOR 8X5 HWNBD PP	12 months	1 Servers			All Locations	\$225.00	\$225.00
						Altura Advantage PP		\$6,749.96
						ALTURA ADVANTAGE TOTAL		\$6,749.96
						SUPPORT TOTAL		\$7,745.00

AN = Annual Payment

PP = Prepaid Payment

The End Customer may terminate their Avaya Support Advantage Services at any time during the current term upon at least 45 days written notice and shall be subject to payment of: (i) Support Advantage charges up to and including the date of termination, and (ii) cancellation fees. Cancellation fees shall be equal to the greater of Support Advantage charges that would otherwise be payable for the affected Support Advantage coverage for the remainder of the year of the Term in effect as of the effective date of the termination OR, 50% of the remainder of the Term in effect as of the effective date of the termination. The parties agree that the cancellation fees are liquidated damages comprising a reasonable estimate of Altura's damages in the event of the Customer's early termination and are not a penalty. Unless already paid, the cancellation fees shall be immediately due and payable upon cancellation.

Maintenance Start Date

Due Upon Commencement of Manufacturer Support Contract

Coversheet

Vendor Invoices (Nov 2018-Apr 2019)

Section: V. Consent Action Items
Item: L. Vendor Invoices (Nov 2018-Apr 2019)
Purpose: Vote
Submitted by: Hung Mai
Related Material: Bill Payment List - Nov 2019-Apr 2020.pdf

BACKGROUND:

The vendor payments from November 2019 to April 2020.

RECOMMENDATION:

To review and approve vendor payments (November 2019 - April 2020) Fiscal Impact: \$4,558,532

Making Waves Academy				
Bill Payment List				
November 2019 - April 2020				
Date	Num	Vendor	Amount	Descriptions
11/4/2019	14513	4Site Interactive Studios, Inc	\$ 112.50	IT Contracted Services
12/9/2019	14611	4Site Interactive Studios, Inc	\$ 1,537.50	IT Contracted Services
1/13/2020	14691	4Site Interactive Studios, Inc	\$ 87.50	IT Contracted Services
2/3/2020	14772	501(c) Agencies Trust	\$ 18,916.75	Unemployment Insurance
1/27/2020	14754	Abdellaoui, Hassan	\$ 2,500.00	Coach Payment
11/4/2019	14491	Active Internet Technologies, LLC	\$ 15,500.00	IT Contracted Services
12/20/2019	14663	Active Internet Technologies, LLC	\$ 750.00	IT Contracted Services
11/4/2019	14514	Active Network	\$ 149.00	Contracted Services
2/10/2020	14798	Alert Services, Inc	\$ 321.46	Sport Medical Supplies
12/16/2019	14634	Alexander Atkins Design	\$ 2,031.00	Contracted Services
11/18/2019	14560	Alliant International University	\$ 3,731.90	Staff Tuition Fee
3/23/2020	14927	Alliant International University	\$ 12,149.00	Staff Tuition Fee
4/27/2020	14988	Alliant International University	\$ 16,528.00	Staff Tuition Fee
2/14/2020	14821	Altirnao Inc.	\$ 4,860.00	IT Contracted Services
1/13/2020	14692	Altura Communication Solutions, LLC	\$ 1,650.00	IT Contracted Services
2/10/2020	14799	Altura Communication Solutions, LLC	\$ 240.00	IT Contracted Services
4/20/2020	14973	Altura Communication Solutions, LLC	\$ 360.00	IT Contracted Services
11/18/2019	14561	Ambrose Group Inc	\$ 4,972.50	Building Repairs/Maintenance
12/9/2019	14612	Ambrose Group Inc	\$ 3,479.08	Building Repairs/Maintenance
12/17/2019	Voided - 14612	Ambrose Group Inc	\$ (3,479.08)	Building Repairs/Maintenance
11/12/2019	14533	Ameriflex LLC	\$ 264.00	FSA Administrative Fee
12/16/2019	14635	Ameriflex LLC	\$ 132.00	FSA Administrative Fee
2/10/2020	14800	Ameriflex LLC	\$ 140.00	FSA Administrative Fee
2/14/2020	14822	Ameriflex LLC	\$ 132.00	FSA Administrative Fee
11/22/2019	14578	Anchor Counseling & Education Solutions, LLC	\$ 63,176.68	SPED Service
12/9/2019	14613	Anchor Counseling & Education Solutions, LLC	\$ 18,088.00	SPED Service
3/30/2020	14934	Anchor Counseling & Education Solutions, LLC	\$ 32,187.95	SPED Service
4/20/2020	14974	Anchor Counseling & Education Solutions, LLC	\$ 16,371.30	SPED Service
1/27/2020	14755	Argueta, Alexis	\$ 2,500.00	Coach Payment

Making Waves Academy				
Bill Payment List				
November 2019 - April 2020				
Date	Num	Vendor	Amount	Descriptions
1/27/2020	14756	Argueta, Barry	\$ 3,000.00	Coach Payment
2/14/2020	14823	Armanino LLP	\$ 3,484.69	Contracted Services
12/9/2019	14614	Armor Locksmith	\$ 34.60	Keys
4/20/2020	14975	Armor Locksmith	\$ 26.15	Keys
11/18/2019	14562	AT&T CALNET	\$ 525.59	Utility
12/20/2019	14664	AT&T CALNET	\$ 521.95	Utility
1/21/2020	14737	AT&T CALNET	\$ 513.42	Utility
3/2/2020	14843	AT&T CALNET	\$ 494.59	Utility
3/23/2020	14928	AT&T CALNET	\$ 513.30	Utility
4/27/2020	14989	AT&T CALNET	\$ 509.49	Utility
11/4/2019	Auth.net 11.19	Authorize.Net	\$ 25.00	Credit Card Processing Fee (Donation)
12/3/2019	Auth.Net 12.19	Authorize.Net	\$ 30.00	Credit Card Processing Fee (Donation)
1/3/2020	Auth.Net01.2020	Authorize.Net	\$ 30.00	Credit Card Processing Fee (Donation)
2/4/2020	Auth.Net-02.20	Authorize.Net	\$ 30.00	Credit Card Processing Fee (Donation)
3/3/2020	Auth.net-03.20	Authorize.Net	\$ 30.00	Credit Card Processing Fee (Donation)
4/2/2020	Auth.Net 04.20	Authorize.Net	\$ 30.00	Credit Card Processing Fee (Donation)
11/22/2019	14579	Bay Area Charters	\$ 9,322.47	Transportation for Field Trip and Sport
12/9/2019	14615	Bay Area Charters	\$ 986.51	Transportation for Field Trip and Sport
1/21/2020	14738	Bay Area Charters	\$ 8,245.53	Transportation for Field Trip and Sport
1/27/2020	14757	Bay Area Charters	\$ 1,995.00	Transportation for Field Trip and Sport
2/10/2020	14801	Bay Area Charters	\$ 4,751.00	Transportation for Field Trip and Sport
3/2/2020	14844	Bay Area Charters	\$ 5,700.51	Transportation for Field Trip and Sport
3/16/2020	14897	Bay Area Charters	\$ 2,110.00	Transportation for Field Trip and Sport
3/23/2020	14929	Bay Area Charters	\$ 8,617.79	Transportation for Field Trip and Sport
12/16/2019	14636	Bay Area Conference	\$ 53.20	Conference Fees
12/20/2019	14665	Bay Area Conference	\$ 330.00	Conference Fees
1/21/2020	14739	Bayside Press	\$ 839.59	Printing and Production
12/9/2019	14616	Beale, Greg	\$ 57.00	Contract Services
3/16/2020	14898	Beale, Greg	\$ 127.08	Contract Services

Making Waves Academy				
Bill Payment List				
November 2019 - April 2020				
Date	Num	Vendor	Amount	Descriptions
11/22/2019	14580	Blue Sky Sports	\$ 710.12	School Supplies
12/16/2019	14637	Blue Sky Sports	\$ 729.47	School Supplies
12/20/2019	14666	Blue Sky Sports	\$ 8,670.86	School Supplies
3/9/2020	14874	Blue Sky Sports	\$ 192.17	School Supplies
12/23/2019	BBAnalysis1119	Bridge Bank Western Alliance Bank	\$ 51.27	Bank Account Analysis Settlement Charge
11/22/2019	14581	California Charter Schools Association	\$ 9,500.00	Membership Dues
11/4/2019	14515	California Choice Benefit Administrators	\$ 119,614.34	Health Insurance
12/4/2019	14597	California Choice Benefit Administrators	\$ 129,427.10	Health Insurance
1/13/2020	14693	California Choice Benefit Administrators	\$ 118,647.10	Health Insurance
2/10/2020	14802	California Choice Benefit Administrators	\$ 129,385.53	Health Insurance
3/9/2020	14875	California Choice Benefit Administrators	\$ 119,665.23	Health Insurance
4/13/2020	14961	California Choice Benefit Administrators	\$ 129,881.66	Health Insurance
11/15/2019	Voided - 14176	California Commission on Teacher Credentialing	\$ (100.00)	Contracted Services
12/12/2019	Voided - 14322	California Commission on Teacher Credentialing	\$ (100.00)	Contracted Services
12/12/2019	Voided - 14324	California Commission on Teacher Credentialing	\$ (100.00)	Contracted Services
1/21/2020	14741	California Commission on Teacher Credentialing	\$ 100.00	Contracted Services
1/21/2020	14740	California Commission on Teacher Credentialing	\$ 100.00	Contracted Services
2/10/2020	Voided - 14492	California Commission on Teacher Credentialing	\$ (100.00)	Contracted Services
2/3/2020	14773	California Department of Tax and Fee Administration	\$ 1,190.00	Contracted Services
11/18/2019	14563	California Janitorial Supply Corp.	\$ 389.35	Janitorial Supplies
12/4/2019	14598	California Janitorial Supply Corp.	\$ 1,254.09	Janitorial Supplies
12/20/2019	14667	California Janitorial Supply Corp.	\$ 1,283.55	Janitorial Supplies
1/13/2020	14694	California Janitorial Supply Corp.	\$ 1,283.55	Janitorial Supplies
2/3/2020	14774	California Janitorial Supply Corp.	\$ 1,583.57	Janitorial Supplies
2/14/2020	14824	California Janitorial Supply Corp.	\$ 732.16	Janitorial Supplies
3/2/2020	14845	California Janitorial Supply Corp.	\$ 1,095.42	Janitorial Supplies
3/16/2020	14899	California Janitorial Supply Corp.	\$ 1,371.69	Janitorial Supplies
3/23/2020	14930	California Janitorial Supply Corp.	\$ 857.92	Janitorial Supplies
11/12/2019	14534	Canon Financial Services, Inc.	\$ 20,670.83	Copier Lease

Making Waves Academy				
Bill Payment List				
November 2019 - April 2020				
Date	Num	Vendor	Amount	Descriptions
12/9/2019	14617	Canon Financial Services, Inc.	\$ 13,391.51	Copier Lease
1/13/2020	14695	Canon Financial Services, Inc.	\$ 10,303.27	Copier Lease
3/16/2020	14900	Canon Financial Services, Inc.	\$ 25,025.94	Copier Lease
4/13/2020	14962	Canon Financial Services, Inc.	\$ 11,931.37	Copier Lease
11/4/2019	14516	CDW Government	\$ 8,060.00	IT Supplies
11/12/2019	14535	CDW Government	\$ 1,201.75	IT Supplies
11/22/2019	14582	CDW Government	\$ 4,772.09	IT Supplies
2/14/2020	14825	CDW Government	\$ 4,892.74	IT Supplies
3/16/2020	14901	CDW Government	\$ 262.20	IT Supplies
4/20/2020	14976	Cellular Controlled Products	\$ 379.40	Contract Services
11/4/2019	14495	Charter Safe	\$ 24,829.00	Liability and Worker Comp Insurance
12/9/2019	14618	Charter Safe	\$ 24,829.00	Liability and Worker Comp Insurance
1/3/2020	14683	Charter Safe	\$ 24,829.00	Liability and Worker Comp Insurance
2/3/2020	14775	Charter Safe	\$ 24,830.00	Liability and Worker Comp Insurance
3/2/2020	14846	Charter Safe	\$ 24,830.00	Liability and Worker Comp Insurance
4/13/2020	14963	Charter Safe	\$ 24,829.00	Liability and Worker Comp Insurance
11/27/2019		Chase	\$ 19,382.70	Credit Card Payment
12/27/2019		Chase	\$ 27,504.28	Credit Card Payment
1/29/2020		Chase	\$ 28,651.78	Credit Card Payment
2/27/2020		Chase	\$ 27,301.50	Credit Card Payment
3/26/2020		Chase	\$ 17,086.51	Credit Card Payment
4/29/2020		Chase	\$ 8,198.68	Credit Card Payment
2/3/2020	14776	Choose College Education Foundation	\$ 1,650.00	Professional Development
11/22/2019	14583	CircleUp Education	\$ 5,168.00	Professional Development
1/27/2020	14758	CircleUp Education	\$ 2,675.00	Professional Development
3/30/2020	14935	CircleUp Education	\$ 3,000.00	Professional Development
3/9/2020	14876	City of Richmond	\$ 1,964.00	Additional Sport Facilities Use Fees
3/2/2020	14847	City of Richmond - Fire Prevention Services	\$ 624.00	Contract Services
3/9/2020	14877	CliftonLarsonAllen LLP	\$ 3,330.00	Legal Fees

Making Waves Academy				
Bill Payment List				
November 2019 - April 2020				
Date	Num	Vendor	Amount	Descriptions
4/13/2020	14964	CliftonLarsonAllen LLP	\$ 2,047.50	Legal Fees
11/22/2019	14584	Colonial Life	\$ 397.16	Health Insurance
12/16/2019	14638	Colonial Life	\$ 397.16	Health Insurance
1/13/2020	14696	Colonial Life	\$ 397.16	Health Insurance
3/9/2020	14878	Colonial Life	\$ 397.16	Health Insurance
3/30/2020	14936	Colonial Life	\$ 397.16	Health Insurance
4/27/2020	14990	Colonial Life	\$ 364.20	Health Insurance
11/12/2019	14536	Concur Technologies, Inc.	\$ 573.12	IT Contracted Services
12/9/2019	14619	Concur Technologies, Inc.	\$ 573.12	IT Contracted Services
2/3/2020	14777	Concur Technologies, Inc.	\$ 601.78	IT Contracted Services
2/10/2020	14803	Concur Technologies, Inc.	\$ 601.78	IT Contracted Services
3/16/2020	14902	Concur Technologies, Inc.	\$ 601.78	IT Contracted Services
4/13/2020	14965	Concur Technologies, Inc.	\$ 601.78	IT Contracted Services
1/21/2020	14742	Contra Costa Co Office of Ed	\$ 12,000.00	Teacher Induction
3/2/2020	14848	Contra Costa County Office of Education - NHD	\$ 250.00	Field Trip
3/9/2020	14879	Contra Costa County Office of Education - NHD	\$ 825.00	Field Trip
1/21/2020	14743	Contra Costa Health Services	\$ 1,990.00	Contracted Services
3/13/2020	Voided - 14366	Contra Costa Health Services	\$ (1,150.00)	Contracted Services
11/18/2019	14564	Corodata	\$ 59.37	Storage Fee
12/16/2019	14639	Corodata	\$ 47.03	Storage Fee
1/13/2020	14697	Corodata	\$ 47.03	Storage Fee
2/14/2020	14826	Corodata	\$ 47.03	Storage Fee
3/16/2020	14903	Corodata	\$ 46.91	Storage Fee
4/20/2020	14977	Corodata	\$ 46.91	Storage Fee
11/4/2019	14517	CPR Institute of Indiana	\$ 1,510.00	Supplies
2/3/2020	14778	CSA M-17	\$ 368.00	Additional Sport Facilities Use Fees
11/4/2019	CyberSrc 11.19	CyberSource	\$ 7.40	Credit Card Charge Fee
12/2/2019	CyberSrc 12.19	CyberSource	\$ 1.50	Credit Card Charge Fee
1/3/2020	CyberSrc01.2020	CyberSource	\$ 0.30	Credit Card Charge Fee

Making Waves Academy				
Bill Payment List				
November 2019 - April 2020				
Date	Num	Vendor	Amount	Descriptions
3/2/2020	Cybersrc-03.20	CyberSource	\$ 0.30	Credit Card Charge Fee
4/2/2020	CyberSrc 04.20	CyberSource	\$ 0.30	Credit Card Charge Fee
12/16/2019	14640	Department of Industrial Relations	\$ 350.00	Contract Services
11/18/2019	14565	Department of Justice	\$ 51.00	Staff Recruitment
1/13/2020	14698	Department of Justice	\$ 34.00	Staff Recruitment
2/14/2020	14827	Department of Justice	\$ 119.00	Staff Recruitment
4/27/2020	14991	Department of Justice	\$ 34.00	Staff Recruitment
11/18/2019	14566	Dialink Corporation	\$ 2,061.29	IT Contracted Services
12/16/2019	14641	Dialink Corporation	\$ 2,061.29	IT Contracted Services
1/21/2020	14744	Dialink Corporation	\$ 2,061.29	IT Contracted Services
2/14/2020	14828	Dialink Corporation	\$ 2,061.29	IT Contracted Services
3/16/2020	14904	Dialink Corporation	\$ 2,061.29	IT Contracted Services
4/20/2020	14978	Dialink Corporation	\$ 2,061.29	IT Contracted Services
11/18/2019	14567	DirectEd	\$ 41.25	Deaf and Hard of Hearing Service
1/13/2020	14699	DirectEd	\$ 133.65	Deaf and Hard of Hearing Service
2/10/2020	14804	DirectEd	\$ 593.25	Deaf and Hard of Hearing Service
3/16/2020	14905	DirectEd	\$ 460.00	Deaf and Hard of Hearing Service
4/20/2020	14979	DirectEd	\$ 970.73	Deaf and Hard of Hearing Service
1/13/2020	14700	Document Tracking Services	\$ 3,690.00	IT Contracted Services
11/12/2019	14537	Drago-Ferguson, Maria	\$ 175.00	Spanish Translator
1/21/2020	14745	Drago-Ferguson, Maria	\$ 224.00	Spanish Translator
3/9/2020	14880	Drago-Ferguson, Maria	\$ 175.00	Spanish Translator
1/3/2020	14684	EBMUD	\$ 12,100.46	Utility
3/2/2020	14849	EBMUD	\$ 7,473.84	Utility
3/16/2020	14906	Ecolab Food Safety Specialties	\$ 50.35	Supplies
3/16/2020	14907	Ecolab Inc.	\$ 414.45	Supplies
12/16/2019	14642	EdTec Inc	\$ 210.00	School Attendance Service
2/3/2020	14779	EdTec Inc	\$ 785.00	School Attendance Service
3/2/2020	14850	EdTec Inc	\$ 420.00	School Attendance Service

Making Waves Academy				
Bill Payment List				
November 2019 - April 2020				
Date	Num	Vendor	Amount	Descriptions
3/30/2020	14937	EdTec Inc	\$ 70.00	School Attendance Service
4/27/2020	14992	EdTec Inc	\$ 70.00	School Attendance Service
12/9/2019	14620	Educational Testing Service	\$ 1,255.04	Student Information & Assessment
11/22/2019	14585	Emergency Medical Products Inc	\$ 273.07	Supplies
11/12/2019	14538	Fastrak	\$ 29.00	Toll
3/13/2020	Voided - 14538	Fastrak	\$ (29.00)	Toll
11/12/2019	14539	Flynn Plumbing, Inc.	\$ 471.00	Building Repairs/Maintenance
11/4/2019	14518	Fruge Psychological Assoc Inc	\$ 34,470.00	Psychologist
12/9/2019	14621	Fruge Psychological Assoc Inc	\$ 34,470.00	Psychologist
1/13/2020	14701	Fruge Psychological Assoc Inc	\$ 94,446.00	Psychologist
1/27/2020	14759	Fruge Psychological Assoc Inc	\$ 3,510.00	Psychologist
2/3/2020	14780	Fruge Psychological Assoc Inc	\$ 48,414.00	Psychologist
3/9/2020	14881	Fruge Psychological Assoc Inc	\$ 45,814.00	Psychologist
4/7/2020	14949	Fruge Psychological Assoc Inc	\$ 45,814.00	Psychologist
1/27/2020	14760	Garcia, Mario	\$ 2,000.00	Coach Payment
1/13/2020	14702	Gastelum, Bryana	\$ 47.98	Student Reimbursement
11/18/2019	14568	Gateway Fund Raising Service, Inc.	\$ 4,810.80	Supplies
11/18/2019	14569	Gobea's General Services	\$ 1,000.00	Fixed lights
12/9/2019	14622	Greenfield Learning Inc.	\$ 15,080.00	IT Contracted Services
1/13/2020	14703	Health Education Services	\$ 921.44	Contract Services
2/3/2020	14781	Instructure, Inc.	\$ 208.33	Professional Development
12/16/2019	14643	Jobvite Inc.	\$ 3,300.00	IT Contracted Services
3/9/2020	14882	Jobvite Inc.	\$ 7,152.00	IT Contracted Services
3/9/2020	14883	Joel Mackey	\$ 3,200.00	Coach Payment
3/9/2020	14884	Jostens	\$ 1,466.76	Graduation Supplies
3/16/2020	14908	Kapigian, Dianne	\$ 295.17	Contract Services
11/4/2019	14531	Kronos	\$ 3,309.82	Payroll system
11/22/2019	14586	Kronos	\$ 3,310.66	Payroll system
12/20/2019	14668	Kronos	\$ 3,319.75	Payroll system

Making Waves Academy				
Bill Payment List				
November 2019 - April 2020				
Date	Num	Vendor	Amount	Descriptions
2/3/2020	14782	Kronos	\$ 3,301.50	Payroll system
3/2/2020	14851	Kronos	\$ 3,355.15	Payroll system
4/20/2020	14980	Kronos	\$ 6,697.04	Payroll system
11/12/2019	14540	Law Offices of Young, Minney & Corr, LLP	\$ 4,085.95	Legal Fees
12/9/2019	14623	Law Offices of Young, Minney & Corr, LLP	\$ 8,718.65	Legal Fees
1/13/2020	14704	Law Offices of Young, Minney & Corr, LLP	\$ 12,454.25	Legal Fees
2/10/2020	14805	Law Offices of Young, Minney & Corr, LLP	\$ 6,987.01	Legal Fees
3/9/2020	14885	Law Offices of Young, Minney & Corr, LLP	\$ 3,789.07	Legal Fees
4/13/2020	14966	Law Offices of Young, Minney & Corr, LLP	\$ 4,608.45	Legal Fees
11/4/2019	14499	LBM, Business Services Inc.	\$ 1,350.00	E-Rate
12/4/2019	14599	LBM, Business Services Inc.	\$ 1,350.00	E-Rate
1/3/2020	14685	LBM, Business Services Inc.	\$ 1,350.00	E-Rate
2/3/2020	14783	LBM, Business Services Inc.	\$ 1,350.00	E-Rate
3/2/2020	14852	LBM, Business Services Inc.	\$ 1,350.00	E-Rate
4/7/2020	14950	LBM, Business Services Inc.	\$ 1,350.00	E-Rate
11/12/2019	14541	Linde Group	\$ 15,741.10	IT Support
12/20/2019	14669	Linde Group	\$ 19,946.38	IT Support
1/13/2020	14705	Linde Group	\$ 14,435.25	IT Support
2/10/2020	14806	Linde Group	\$ 15,465.75	IT Support
3/30/2020	14938	Linde Group	\$ 16,565.75	IT Support
4/13/2020	14967	Linde Group	\$ 17,366.25	IT Support
11/4/2019	14519	Lloyd F. McKinney Associates Incorporated	\$ 8,747.27	IT Contracted Services
12/9/2019	14624	Lloyd F. McKinney Associates Incorporated	\$ 525.00	IT Contracted Services
11/4/2019	14501	Making Waves Foundation, Inc.	\$ 124,318.00	School Lease
12/16/2019	14644	Making Waves Foundation, Inc.	\$ 124,318.00	School Lease
1/13/2020	14706	Making Waves Foundation, Inc.	\$ 127,797.08	School Lease
2/3/2020	14784	Making Waves Foundation, Inc.	\$ 124,318.00	School Lease
3/2/2020	14853	Making Waves Foundation, Inc.	\$ 124,318.00	School Lease
4/7/2020	14951	Making Waves Foundation, Inc.	\$ 124,318.00	School Lease

Making Waves Academy				
Bill Payment List				
November 2019 - April 2020				
Date	Num	Vendor	Amount	Descriptions
11/12/2019	14542	Maxim Healthcare Services, Inc.	\$ 1,814.00	Contracted Services for Nurse On-Site
12/4/2019	14600	Maxim Healthcare Services, Inc.	\$ 3,308.00	Contracted Services for Nurse On-Site
12/16/2019	14645	Maxim Healthcare Services, Inc.	\$ 1,826.50	Contracted Services for Nurse On-Site
1/13/2020	14707	Maxim Healthcare Services, Inc.	\$ 5,015.50	Contracted Services for Nurse On-Site
1/21/2020	14746	Maxim Healthcare Services, Inc.	\$ 400.00	Contracted Services for Nurse On-Site
2/3/2020	14785	Maxim Healthcare Services, Inc.	\$ 5,103.00	Contracted Services for Nurse On-Site
2/14/2020	14829	Maxim Healthcare Services, Inc.	\$ 3,265.50	Contracted Services for Nurse On-Site
3/2/2020	14854	Maxim Healthcare Services, Inc.	\$ 1,816.50	Contracted Services for Nurse On-Site
3/9/2020	14886	Maxim Healthcare Services, Inc.	\$ 2,154.00	Contracted Services for Nurse On-Site
3/16/2020	14909	Maxim Healthcare Services, Inc.	\$ 1,741.00	Contracted Services for Nurse On-Site
3/23/2020	14931	Maxim Healthcare Services, Inc.	\$ 1,820.50	Contracted Services for Nurse On-Site
3/30/2020	14939	Maxim Healthcare Services, Inc.	\$ 1,816.50	Contracted Services for Nurse On-Site
4/27/2020	14993	Maxim Healthcare Services, Inc.	\$ 4,965.00	Contracted Services for Nurse On-Site
11/4/2019	14532	Michael's Transportation Service Inc.	\$ 31,460.00	School Bus
11/18/2019	14570	Michael's Transportation Service Inc.	\$ 28,600.00	School Bus
12/4/2019	14601	Michael's Transportation Service Inc.	\$ 14,300.00	School Bus
12/16/2019	14646	Michael's Transportation Service Inc.	\$ 28,600.00	School Bus
12/20/2019	14670	Michael's Transportation Service Inc.	\$ 11,440.00	School Bus
1/13/2020	14708	Michael's Transportation Service Inc.	\$ 22,880.00	School Bus
2/3/2020	14786	Michael's Transportation Service Inc.	\$ 31,460.00	School Bus
2/14/2020	14830	Michael's Transportation Service Inc.	\$ 28,600.00	School Bus
3/2/2020	14855	Michael's Transportation Service Inc.	\$ 14,300.00	School Bus
3/16/2020	14910	Michael's Transportation Service Inc.	\$ 28,600.00	School Bus
4/27/2020	14994	Michael's Transportation Service Inc.	\$ 80,080.00	School Bus
11/22/2019	14587	Mid-County Officials Network	\$ 7,405.00	Sport Game Fees
12/16/2019	14647	Mid-County Officials Network	\$ 94.00	Sport Game Fees
1/27/2020	14761	Mid-County Officials Network	\$ 7,134.00	Sport Game Fees
11/12/2019	14543	Mind Research Institute	\$ 9,518.40	IT Contracted Services
12/16/2019	14648	Minuteman Press	\$ 287.66	Office Supplies

Making Waves Academy				
Bill Payment List				
November 2019 - April 2020				
Date	Num	Vendor	Amount	Descriptions
2/14/2020	14831	NAACP	\$ 500.00	Membership Dues
2/26/2020	Voided - 14831	NAACP	\$ (500.00)	Membership Dues
3/2/2020	14856	NAACP	\$ 500.00	Membership Dues
11/12/2019	14544	National Benefit Services, LLC.	\$ 138.00	Cobra Administration Fee
12/4/2019	14602	National Benefit Services, LLC.	\$ 138.00	Cobra Administration Fee
12/20/2019	14671	National Benefit Services, LLC.	\$ 140.07	Cobra Administration Fee
1/13/2020	14709	National Benefit Services, LLC.	\$ 138.00	Cobra Administration Fee
2/10/2020	14807	National Benefit Services, LLC.	\$ 138.00	Cobra Administration Fee
3/9/2020	14887	National Benefit Services, LLC.	\$ 138.00	Cobra Administration Fee
4/7/2020	14952	National Benefit Services, LLC.	\$ 138.00	Cobra Administration Fee
12/16/2019	14649	National Cinemedia, LLC	\$ 2,508.93	Contracted Services
1/13/2020	14710	National Cinemedia, LLC	\$ 1,419.64	Contracted Services
1/21/2020	14747	Naviance, Inc.	\$ 3,450.00	IT Contracted Services
11/4/2019	14520	Nelson	\$ 2,728.40	Staff Recruitment
11/12/2019	14545	Nelson	\$ 2,728.40	Staff Recruitment
11/18/2019	14571	Nelson	\$ 2,983.95	Staff Recruitment
11/22/2019	14588	Nelson	\$ 2,881.73	Staff Recruitment
12/16/2019	14650	Nelson	\$ 6,914.67	Staff Recruitment
1/13/2020	14711	Nelson	\$ 9,205.12	Staff Recruitment
1/21/2020	14748	Nelson	\$ 2,983.95	Staff Recruitment
1/27/2020	14762	Nelson	\$ 2,881.73	Staff Recruitment
2/3/2020	14787	Nelson	\$ 2,284.94	Staff Recruitment
2/10/2020	14808	Nelson	\$ 2,728.40	Staff Recruitment
3/2/2020	14857	Nelson	\$ 5,320.38	Staff Recruitment
3/16/2020	14911	Nelson	\$ 6,684.58	Staff Recruitment
3/23/2020	14932	Nelson	\$ 2,791.51	Staff Recruitment
4/7/2020	14953	Nelson	\$ 2,728.40	Staff Recruitment
4/13/2020	14968	Nelson	\$ 5,456.80	Staff Recruitment
4/20/2020	14981	Nelson	\$ 2,232.72	Staff Recruitment

Making Waves Academy				
Bill Payment List				
November 2019 - April 2020				
Date	Num	Vendor	Amount	Descriptions
4/27/2020	14995	Nelson	\$ 2,735.43	Staff Recruitment
11/12/2019	14546	NetProtex Inc.	\$ 467.50	IT Contracted Services
2/14/2020	14832	NetProtex Inc.	\$ 212.50	IT Contracted Services
4/20/2020	14982	NetProtex Inc.	\$ 765.00	IT Contracted Services
1/21/2020	14749	Netronix Integration, Inc.	\$ 1,984.80	Contract Services
1/27/2020	14763	Netronix Integration, Inc.	\$ 854.04	Contract Services
11/4/2019	14521	Nob Hill Catering Inc	\$ 50,205.00	Student Food
12/4/2019	14603	Nob Hill Catering Inc	\$ 36,439.20	Student Food
1/13/2020	14712	Nob Hill Catering Inc	\$ 33,287.50	Student Food
2/3/2020	14788	Nob Hill Catering Inc	\$ 44,656.80	Student Food
3/2/2020	14858	Nob Hill Catering Inc	\$ 35,995.20	Student Food
4/7/2020	14954	Nob Hill Catering Inc	\$ 30,646.35	Student Food
12/20/2019	14672	North Coast Section CIF	\$ 105.50	School Supplies
11/4/2019	14522	Office Depot	\$ 2,558.19	Office Supplies
11/12/2019	14547	Office Depot	\$ 786.29	Office Supplies
11/18/2019	14572	Office Depot	\$ 569.58	Office Supplies
11/22/2019	14589	Office Depot	\$ 2,157.24	Office Supplies
12/9/2019	14625	Office Depot	\$ 1,815.97	Office Supplies
12/20/2019	14673	Office Depot	\$ 1,351.33	Office Supplies
1/13/2020	14713	Office Depot	\$ 1,132.75	Office Supplies
1/27/2020	14764	Office Depot	\$ 3,375.77	Office Supplies
2/3/2020	14789	Office Depot	\$ 187.79	Office Supplies
2/10/2020	14809	Office Depot	\$ 1,059.56	Office Supplies
2/14/2020	14833	Office Depot	\$ 1,038.37	Office Supplies
3/2/2020	14859	Office Depot	\$ 474.08	Office Supplies
3/9/2020	14888	Office Depot	\$ 3,671.30	Office Supplies
3/16/2020	14912	Office Depot	\$ 47.98	Office Supplies
4/20/2020	14983	Office Depot	\$ 4,579.41	Office Supplies
11/18/2019	14573	OfficeTeam	\$ 8,755.56	Contracted Services

Making Waves Academy				
Bill Payment List				
November 2019 - April 2020				
Date	Num	Vendor	Amount	Descriptions
12/9/2019	14626	OfficeTeam	\$ 4,348.08	Contracted Services
1/13/2020	14714	OfficeTeam	\$ 5,702.40	Contracted Services
1/27/2020	14765	OfficeTeam	\$ 3,801.60	Contracted Services
2/10/2020	14810	OfficeTeam	\$ 7,224.00	Contracted Services
3/16/2020	14913	OfficeTeam	\$ 3,792.00	Contracted Services
11/4/2019	14523	Orkin Pest Control	\$ 445.00	Building Repairs/Maintenance
12/16/2019	14651	Orkin Pest Control	\$ 445.00	Building Repairs/Maintenance
1/13/2020	14715	Orkin Pest Control	\$ 445.00	Building Repairs/Maintenance
2/3/2020	14790	Orkin Pest Control	\$ 445.00	Building Repairs/Maintenance
2/14/2020	14834	Orkin Pest Control	\$ 1,120.00	Building Repairs/Maintenance
3/16/2020	14914	Orkin Pest Control	\$ 745.00	Building Repairs/Maintenance
4/20/2020	14984	Orkin Pest Control	\$ 745.00	Building Repairs/Maintenance
1/13/2020	14716	Otis Mobley	\$ 1,500.00	Coach Payment
2/14/2020	14835	Otis Mobley	\$ 1,500.00	Coach Payment
11/22/2019	14590	Pacheco's Cleaning Service	\$ 44,167.00	Janitorial Services
12/20/2019	14674	Pacheco's Cleaning Service	\$ 44,167.00	Janitorial Services
1/27/2020	14766	Pacheco's Cleaning Service	\$ 44,167.00	Janitorial Services
3/2/2020	14860	Pacheco's Cleaning Service	\$ 44,167.00	Janitorial Services
3/9/2020	14889	Pacheco's Cleaning Service	\$ 375.00	Janitorial Services
3/30/2020	14940	Pacheco's Cleaning Service	\$ 44,167.00	Janitorial Services
4/27/2020	14996	Pacheco's Cleaning Service	\$ 44,167.00	Janitorial Services
2/3/2020	14791	Pacific Glazing Contractors	\$ 2,901.00	Building Repairs/Maintenance
12/20/2019	14675	Pearson Education Inc.	\$ 307.95	School Supplies
11/4/2019	14524	Pescadero High School	\$ 800.00	Contracted Services
11/4/2019	14525	PG & E - 0911653377-0	\$ 4,735.33	Utility
12/4/2019	14604	PG & E - 0911653377-0	\$ 4,188.41	Utility
1/3/2020	14686	PG & E - 0911653377-0	\$ 3,279.79	Utility
2/3/2020	14792	PG & E - 0911653377-0	\$ 3,876.20	Utility
3/2/2020	14861	PG & E - 0911653377-0	\$ 3,072.00	Utility

Making Waves Academy				
Bill Payment List				
November 2019 - April 2020				
Date	Num	Vendor	Amount	Descriptions
3/30/2020	14941	PG & E - 0911653377-0	\$ 3,587.76	Utility
11/4/2019	14526	PG & E - 1229161920-8	\$ 5,341.47	Utility
12/4/2019	14605	PG & E - 1229161920-8	\$ 7,884.75	Utility
1/3/2020	14687	PG & E - 1229161920-8	\$ 4,534.13	Utility
2/3/2020	14793	PG & E - 1229161920-8	\$ 4,790.69	Utility
3/2/2020	14862	PG & E - 1229161920-8	\$ 4,538.47	Utility
3/30/2020	14942	PG & E - 1229161920-8	\$ 3,962.14	Utility
11/22/2019	14591	PG & E - 2538827590-8	\$ 7,098.74	Utility
1/3/2020	14688	PG & E - 2538827590-8	\$ 5,790.26	Utility
1/27/2020	14767	PG & E - 2538827590-8	\$ 8,171.92	Utility
3/2/2020	14863	PG & E - 2538827590-8	\$ 7,660.39	Utility
3/30/2020	14943	PG & E - 2538827590-8	\$ 6,594.60	Utility
11/4/2019	14527	PG & E - 5344744823-3	\$ 1,646.05	Utility
12/4/2019	14606	PG & E - 5344744823-3	\$ 1,681.73	Utility
1/3/2020	14689	PG & E - 5344744823-3	\$ 2,047.40	Utility
2/3/2020	14794	PG & E - 5344744823-3	\$ 3,331.88	Utility
3/2/2020	14864	PG & E - 5344744823-3	\$ 2,803.60	Utility
3/30/2020	14944	PG & E - 5344744823-3	\$ 2,403.81	Utility
11/4/2019	14528	PG & E - 6293019192-9	\$ 1,671.44	Utility
12/4/2019	14607	PG & E - 6293019192-9	\$ 2,157.80	Utility
12/20/2019	14676	PG & E - 6293019192-9	\$ 38,860.03	Utility
1/3/2020	14690	PG & E - 6293019192-9	\$ 7,480.77	Utility
2/3/2020	14795	PG & E - 6293019192-9	\$ 8,733.66	Utility
3/2/2020	14865	PG & E - 6293019192-9	\$ 8,868.56	Utility
3/30/2020	14945	PG & E - 6293019192-9	\$ 8,549.74	Utility
12/9/2019	14627	Pitney Bowes Inc	\$ 1,740.03	Equipment Leases and Rentals
3/2/2020	14866	Pitney Bowes Inc	\$ 106.96	Equipment Leases and Rentals
11/4/2019	14529	PLIC - SBD GRAND ISLAND	\$ 19,547.64	Health Insurance
12/4/2019	14608	PLIC - SBD GRAND ISLAND	\$ 19,452.85	Health Insurance

Making Waves Academy				
Bill Payment List				
November 2019 - April 2020				
Date	Num	Vendor	Amount	Descriptions
1/27/2020	14768	PLIC - SBD GRAND ISLAND	\$ 18,336.65	Health Insurance
2/14/2020	14836	PLIC - SBD GRAND ISLAND	\$ 19,427.95	Health Insurance
3/16/2020	14915	PLIC - SBD GRAND ISLAND	\$ 18,016.70	Health Insurance
4/7/2020	14955	PLIC - SBD GRAND ISLAND	\$ 18,762.67	Health Insurance
1/27/2020	14769	Priority One Logistics	\$ 965.00	Contract Services
11/22/2019	14592	Purchase Power - Pitney Bowes	\$ 2,000.00	Postage
1/21/2020	14750	Purchase Power - Pitney Bowes	\$ 2,930.00	Postage
1/13/2020	14717	Ray Morgan Company	\$ 18,739.28	Copier Lease
11/22/2019	14593	ReadyRefresh by Nestle	\$ 390.75	Drinking Water Supplies
12/20/2019	14677	ReadyRefresh by Nestle	\$ 222.01	Drinking Water Supplies
3/2/2020	14867	ReadyRefresh by Nestle	\$ 18.96	Drinking Water Supplies
4/20/2020	14985	ReadyRefresh by Nestle	\$ 377.84	Drinking Water Supplies
11/12/2019	14548	Republic Services #851	\$ 3,024.94	Waste Management
12/4/2019	14609	Republic Services #851	\$ 3,243.29	Waste Management
1/13/2020	14718	Republic Services #851	\$ 3,088.88	Waste Management
2/10/2020	14811	Republic Services #851	\$ 3,672.62	Waste Management
3/9/2020	14890	Republic Services #851	\$ 4,256.36	Waste Management
4/7/2020	14956	Republic Services #851	\$ 806.81	Waste Management
1/13/2020	14719	Revolution Prep, LLC	\$ 6,500.00	IT Contracted Services
11/12/2019	14549	Richmond Chamber of Commerce	\$ 1,050.00	Membership Dues
11/12/2019	14550	Richmond False Alarm Reduction Program	\$ 5,250.00	Building Repairs/Maintenance
11/18/2019	14574	Richmond False Alarm Reduction Program	\$ 500.00	Building Repairs/Maintenance
3/9/2020	14891	Rivas, Dolores	\$ 90.22	Student Reimbursement
11/12/2019	14551	RTF Edu Enterprises, Inc.	\$ 21,779.08	Interventionist
12/9/2019	14628	RTF Edu Enterprises, Inc.	\$ 21,779.08	Interventionist
1/13/2020	14720	RTF Edu Enterprises, Inc.	\$ 21,779.08	Interventionist
2/10/2020	14812	RTF Edu Enterprises, Inc.	\$ 21,779.08	Interventionist
3/9/2020	14892	RTF Edu Enterprises, Inc.	\$ 21,779.08	Interventionist
4/7/2020	14957	RTF Edu Enterprises, Inc.	\$ 21,779.08	Interventionist

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Bill Payment List				
November 2019 - April 2020				
Date	Num	Vendor	Amount	Descriptions
11/22/2019	14594	Saavedra, Jorge	\$ 2,500.00	Psychologist
3/30/2020	14946	Saavedra, Jorge	\$ 3,800.00	Psychologist
4/7/2020	14958	Sacramento County Office of Education	\$ 330.00	National History Day Registration Fee
3/30/2020	14947	Sage Intacct, Inc.	\$ 15,649.87	Accounting Software
12/20/2019	14678	Salesian High School	\$ 200.00	Facility Rental Fee
12/16/2019	14652	Saphira Education Associates, LLC	\$ 1,400.00	Contract Services
1/13/2020	14721	Schoolzilla, Inc.	\$ 601.64	IT Contracted Services
12/16/2019	14653	Shred-IT USA	\$ 143.38	Contract Services
1/13/2020	14722	Shred-IT USA	\$ 143.38	Contract Services
3/16/2020	14916	Shred-IT USA	\$ 143.38	Contract Services
4/13/2020	14969	Shred-IT USA	\$ 71.69	Contract Services
2/14/2020	14837	Singleton, Daysha	\$ 1,500.00	Coach Payment
3/9/2020	14893	Sneed, Shantrell	\$ 2,000.00	Coach Payment
4/13/2020	14970	Standard Insurance Company	\$ 1,301.72	Health Insurance
3/9/2020	14894	Starsports	\$ 796.24	School Supplies
11/18/2019	14575	Sterling	\$ 269.00	Background Check
12/16/2019	14654	Sterling	\$ 120.00	Background Check
3/9/2020	14895	Susan Tamayo-Toler	\$ 1,685.99	Office Supplies
2/14/2020	14838	Sutherland, Tiffany	\$ 2,000.00	Coach Payment
11/4/2019	14530	Swing Education, Inc	\$ 5,000.00	Substitutes Fee
12/4/2019	14610	Swing Education, Inc	\$ 5,250.00	Substitutes Fee
12/16/2019	14655	Swing Education, Inc	\$ 5,675.00	Substitutes Fee
12/20/2019	14679	Swing Education, Inc	\$ 10,300.00	Substitutes Fee
1/21/2020	14751	Swing Education, Inc	\$ 9,250.00	Substitutes Fee
1/27/2020	14770	Swing Education, Inc	\$ 5,200.00	Substitutes Fee
2/10/2020	14813	Swing Education, Inc	\$ 16,575.00	Substitutes Fee
2/14/2020	14839	Swing Education, Inc	\$ 15,850.00	Substitutes Fee
3/2/2020	14868	Swing Education, Inc	\$ 7,050.00	Substitutes Fee
3/9/2020	14896	Swing Education, Inc	\$ 5,200.00	Substitutes Fee

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Bill Payment List				
November 2019 - April 2020				
Date	Num	Vendor	Amount	Descriptions
3/16/2020	14917	Swing Education, Inc	\$ 5,600.00	Substitutes Fee
3/23/2020	14933	Swing Education, Inc	\$ 8,650.00	Substitutes Fee
12/20/2019	14680	Tableau Software, Inc	\$ 3,630.00	IT Contracted Services
3/16/2020	14918	Taylor, Matt	\$ 124.51	Contract Services
11/12/2019	14552	Teach For America - Bay Area	\$ 35,000.00	Staff Recruitment Fee
1/21/2020	14752	Teach For America - Bay Area	\$ 5,000.00	Staff Recruitment Fee
4/20/2020	14986	The CLM Group Inc.	\$ 898.00	Subscription Fee
11/22/2019	14595	The College Board	\$ 400.00	Springboard Digital Learning
1/13/2020	14723	The HR Manager LLC	\$ 10,418.31	Contracted Services
3/2/2020	14869	The HR Manager LLC	\$ 8,294.00	Contracted Services
3/16/2020	14919	The HR Manager LLC	\$ 2,822.60	Contracted Services
4/13/2020	14971	The HR Manager LLC	\$ 82.50	Contracted Services
11/18/2019	14576	The Piras Group	\$ 4,387.50	Contracted Services
12/16/2019	14656	The Piras Group	\$ 4,875.00	Contracted Services
2/3/2020	EFT 2636	The Piras Group	\$ 4,387.50	Contracted Services
3/2/2020	Inv 002;003;004	The Piras Group	\$ 12,285.00	Contracted Services
3/30/2020	Inv 009 & 010	The Piras Group	\$ 1,365.00	Contracted Services
1/13/2020	14724	The Speech Pathology Group	\$ 339.50	SPED Service
1/13/2020	14725	The UPS Store	\$ 1,000.00	Fees for Returning Items
3/16/2020	14920	Thompson, Ernestina	\$ 81.33	Contract Services
1/13/2020	14726	Trojan Systems, Inc.	\$ 900.00	Fire Alarm System Monitoring
3/2/2020	14870	Trojan Systems, Inc.	\$ 250.00	Fire Alarm System Monitoring
4/27/2020	14997	Trojan Systems, Inc.	\$ 900.00	Fire Alarm System Monitoring
12/20/2019	14681	United States Treasury	\$ 803.73	Payroll Processing Fee
11/22/2019	14596	UPS	\$ 95.00	Fees for Returning Items
1/13/2020	14728	UPS	\$ 41.10	Fees for Returning Items
1/13/2020	14727	UPS	\$ 95.00	Fees for Returning Items
2/3/2020	14796	UPS	\$ 533.12	Fees for Returning Items
3/2/2020	14871	UPS	\$ 77.84	Fees for Returning Items

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Bill Payment List				
November 2019 - April 2020				
Date	Num	Vendor	Amount	Descriptions
11/18/2019	14577	Verizon Wireless	\$ 2,294.69	Telephone
12/16/2019	14657	Verizon Wireless	\$ 2,068.50	Telephone
1/21/2020	14753	Verizon Wireless	\$ 2,045.85	Telephone
2/14/2020	14840	Verizon Wireless	\$ 1,818.11	Telephone
3/16/2020	14921	Verizon Wireless	\$ 2,674.66	Telephone
4/13/2020	14972	Verizon Wireless	\$ 3,385.51	Telephone
11/12/2019	14553	Vision Service Plan	\$ 1,623.13	Health Insurance
12/20/2019	14682	Vision Service Plan	\$ 1,620.46	Health Insurance
1/13/2020	14729	Vision Service Plan	\$ 1,560.64	Health Insurance
2/3/2020	14797	Vision Service Plan	\$ 1,528.54	Health Insurance
3/16/2020	14922	Vision Service Plan	\$ 1,514.28	Health Insurance
4/7/2020	14959	Vision Service Plan	\$ 1,479.24	Health Insurance
2/10/2020	14814	Walker, Danny	\$ 375.00	Contract Services
2/12/2020	Voided - 14814	Walker, Danny	\$ (375.00)	Contract Services
2/14/2020	14841	Walker, Danny	\$ 350.00	Contract Services
4/20/2020	14987	Wallace, Maria	\$ 200.93	Reimbursement
2/14/2020	14842	Williams, Caila	\$ 1,500.00	Coach Payment
4/7/2020	14960	Zamora, Vicente	\$ 1,500.00	Contracted Services
		November 2019 - April 2020	\$ 4,558,531.76	
		November 2018 - April 2019	\$ 4,404,371.69	